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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The late Lord Cozens-Hardy.

THERE IS GENERAL regret at the Chancery Bar over the untimely death of Lord COZENS-HARDY, who at one time had a busy career as a junior and afterwards as a leader in Mr. Justice EVE'S court. Lord COZENS-HARDY was a thorough and careful lawyer who inherited much of his father's famed soundness of judgment. Like his father, he was a prominent member of the Congregationalist Church, and took a somewhat deeper interest in religion than either in law or in politics. It is probable that he would have risen to greater distinction than he did at the Bar but for the tacit rule of etiquette which practically forbids a Peer from practice in cases which may go to the House of Lords. Criminal cases, of course, not being thus appealable, are open to a Peer practitioner, and Lord COLERIDGE, in the days before he was elevated to the Bench, had a large criminal practice on the Western Circuit. The general esteem in which Lord COZENS-HARDY was held, and his distinguished qualities, promised a long life of usefulness which has thus been unfortunately cut short.

The Finance Bill.

THE FINANCE Bill, which has just been read a second time in the House of Commons, does not propose any considerable changes in Revenue Law. There are the reductions, already well-known, in certain duties—tea, and sugar, and entertainments duty—and to induce people to keep in good health, there is a continuation of the increased medicine duties which were imposed by s. 11 of the Finance (No. 2) Act, 1915. The Corporation Profits Tax comes to an end, and there is no reduction of income tax. On the latter point we could say a good deal, but we refrain. Criticism is not for our columns. Of special legal interest is the repeal of the Inhabited House Duty, and this is responsible for a good many of the statutes contained in the long Schedule of Enactments repealed. Clause 19 gives a right of appeal in certain cases as to residence and domicile, and clause 20 is intended to prevent the possibility of the House

of Lords decision in *M'Donald* v. *Shand*, 1923, A.C. 337, being applied to the bonus paid to civil and municipal servants, so as to entitle them to a return of income tax for the years 1920-21 and 1921-22, on the ground that the bonuses should have been assessed on a three years' average and not on the year of payment. Clause 22 gives power to recover summarily as a civil debt any sum less than £50 due for income tax, but without prejudice to any other remedy; and clause 26 gives exemption from stamp duty on receipts for salary, wages, and superannuation and other allowances due to office holders or employees.

Responsibilities of Directors and Auditors of Companies.

THE DECISION in the *City Equitable Fire Insurance Company Case, The Times*, 23rd inst., the hearing of which occupied more than a month, and in which the Official Receiver, as liquidator of the company, sought an order against GERARD LEE BEVAN and the other directors and the auditors of the company that it might be declared that they were guilty of misfeasance and breach of trust in the affairs of the company, and for declarations as to their liability, will, if not reversed, reassure those persons who, without possessing any particular business capacity, allow themselves to be appointed to seats on the boards of various companies on account of their reputation for honour and integrity. In the case in question the company had, as is well known, been wrecked by the fraudulent conduct of BEVAN, its managing director, and in the present proceedings ROMER, J., exonerated the auditors and all the directors, except BEVAN, on the ground that they were protected by an indemnifying article, in the articles of association of the company, protecting them from liability for misfortunes which might happen "unless the same should happen through their own wilful neglect or default." His lordship dealt with various transactions which led to the downfall of the company, and criticised the conduct of some of the respondents in relation to certain of the transactions, pointing out that but for the article it would in certain cases have been necessary to find them liable. However, inasmuch as he found that nothing which had occurred was the result of their "wilful default," they were all, with the exception of BEVAN, exempted from liability. His lordship said that he was not aware that there had been so far any authority on the question of the meaning of "wilful default" as applied to the directors and auditors of a company, and in arriving at his decision he applied the decision of NEVILLE, J., in the case of *Re Brazilian Rubber Plantation and Estates, Ltd.*, 1911, 1 Ch. 425, where a similar article came under consideration and it was sought, but without success, to make directors liable for gross negligence.

Directors and Indemnity Clauses.

BUT AS WE have intimated, the above decision cannot be at once accepted as exempting directors from liability where they have been guilty of negligence, and we can hardly suppose that it will pass unchallenged. Whether there is to be an appeal we do not know, but if the decision stands, whether without appeal or after appeal, it will probably be found necessary to meet the matter by legislation; we do not mean legislation to operate retrospectively in this particular case, but legislation to render void a clause in the articles of association such as that in question. For, as matters stand, the decision strikes a severe blow at the utility of directors. They are appointed to office to do their duty and not to neglect their duty in reliance on an article exempting them from liability. Similar articles have got into the precedent books (see Palmer, Part I, 12th ed., p. 763, where the protection only excludes loss arising from the director's own dishonesty), and in *Re Brazilian Rubber, &c., Ltd, supra*, NEVILLE, J., considered that the article was effective on the ground that the immunity which it afforded was one of the terms on which the directors held office. This may have been sufficient for the decision of ROMER, J., in the present instance, but if the case goes further the question will no doubt receive very careful scrutiny. Some three months ago a correspondent of *The Times*, 18th February, called attention to the insertion in debenture trust deeds of a similar clause exempting from liability the trustees and their bankers, solicitors, and other agents, and questioned its propriety; and a few days later, Mr. E. T. HARGRAVES, in a letter to *The Times*, 28th February, p. 23, col. 7, called attention to this clause as given in Palmer, Part III, 12th ed., p. 338, and stated that its insertion precluded quotation on the Stock Exchange. The present case will no doubt lead to a consideration of the whole matter.

Autrefois Convict and the Habitual Criminal.

A FULL Court of Criminal Appeal bears some resemblance to those General Courts of the Church of Rome which were called together from time to time to pronounce *ex cathedrâ* on great questions of Church Doctrine until the Vatican Council of 1871 held that this power is vested in the Pope whether or not he is in the presence of a General Council. The Full Court although it pays great respect to previous decisions of less Courts, *i.e.*, of courts composed only of three judges, does not consider itself bound to follow them. And so in *Rex* v. *Norman*, *Times*, 27th inst., the Court of Criminal Appeal considered itself at liberty to overrule *Rex* v. *Stanley*, 1920, 2 K.B. 235, and to distinguish in such a way as in substance to overrule two earlier cases on which *Rex* v. *Stanley* were based, namely, *Rex* v. *Collis* (unreported), and *Rex* v. *Davis*, 1917, 2 K.B. 855. The two earlier cases, decided that a jury *may* convict a prisoner of being a "habitual criminal" under s. 10 (2) (*b*) of the Prevention of Crimes Act, 1908, if it is proved to their satisfaction—(1) that certain statutory conditions precedent are satisfied, and (2) that he has been previously convicted of being an habitual criminal. The later case decided that they *must* so convict him in these circumstances. In substance all three cases assumed that, where a prisoner, who has once been convicted on a charge of being an habitual criminal, is afterwards convicted of a crime punishable with penal servitude, the only question before the jury—on a new charge of being an "habitual criminal"—is the question whether or not he is identical with the man so previously convicted. By reducing the question to one of mere identity the Court in all the three above cases obviously disregarded the time-honoured spirit of the legal rule of *autrefois convict*. The spirit of the rule is not got over by saying, as the Court did in another case, that conviction for being an "habitual criminal" is not conviction of an *offence*, but of *possessing a status forbidden by law*. This seems to us a mere verbal distinction; the crime of "possessing a status forbidden by law" if the Legislature directs it to be punished as a crime, does not cease to be a crime by calling it a "status." The Full Court of Criminal Appeal, happily, by a majority of eight to four, one judge out of thirteen expressing no opinion (he having been a member of the Court which decided the previous case) has reaffirmed the old rule in spirit as well as in the letter, and has held that the question before the jury on such a charge is not one of mere identity. It is open to the prisoner, in other words, to call evidence showing that he has reformed, and has been living an honest life until the occasion of the latest lapse which has once more brought him before the Court.

The Meaning of "Army Service."

SO MANY statutes, regulations, and private contracts confer rights or benefits on persons in respect of periods they have served in the Army, that any decision defining the character of that service is important, and therefore, the judgment of the Divisional Court in *Binns* v. *Dental Board*, *Times*, 21st inst., requires a brief notice. The recent Dentists Act, while establishing in future a monopoly of dental practice for persons obtaining registration in accordance with its provisions, conferred certain privileges as regards examinations and qualifying periods of study or service on persons who have "served during the present war in His Majesty's Forces." The question was whether Mr. BINNS had served or not in His Majesty's Forces. He was born on 29th August, 1899, and therefore, was only fourteen years of age when the late war broke out, and not much over nineteen at the date of the Armistice. On 24th July, 19

hen not yet eighteen, he attested voluntarily, taking the enlistment oath and receiving the enlistment fees; he was then put in the Reserve in the usual way, and sent home until he should receive a calling-up notice. On 27th August he was called up for medical examination, was examined, received one day's pay, and was sent back to his home. On 18th October, 1917, he received a discharge on the ground of "permanent and total disability." The question was whether those few weeks of nominal service in the Reserve amounted to "Army Service" within the meaning of the statute. All the members of the Court agreed that, since the statute laid down no limits as to place, length, or character of service in the Army, and since the claimant had unquestionably been liable to military discipline and jurisdiction during the three months prior to his discharge, he was entitled to the benefits accorded by the statute to persons who, like himself, had endeavoured to discharge a public duty.

The Origin of the Restraint on Anticipation.

THERE IS IN the current *Law Quarterly Review* an interesting article by Dr. W. G. HART on the Origin of the Restraint on Anticipation. It is generally supposed that the restraint was the invention of Lord THURLOW, but in the D.N.B., vol. 56, p. 348, this is dismissed as "a mere tradition." Dr. HART, however, appears to show conclusively that it was really the invention of Lord THURLOW, and was intended to get over the weakness in settlements revealed by the cases of *Hulme* v. *Tennant*, 1778, 1 Bro. C. C. 16, and *Pybus* v. *Smith*, 1791, 3 Bro. C. C. 339. In the latter the reporter says Lord THURLOW had a most anxious desire to find any principle of a Court of Equity strong enough to protect the property against the improvident appointment by the wife to her husband just after the marriage, whereby she "stripped herself of everything" and the property went to his creditors. Lord THURLOW cast about for a means of preventing this for the future, and he found it in the words "and not by anticipation," which have since become familiar. Apparently they were inserted by him in the settlement on the marriage of a Miss WATSON, of which he was a trustee, but he had not the opportunity as a judge of deciding on their efficacy, since he gave up the Great Seal soon afterwards. "It was not," said Lord ELDON in *Brandon* v. *Robinson*, 1811, 18 Ves., p. 434, "before Miss WATSON's case that these words 'not to be paid by anticipation,' etc., were introduced. I believe these were Lord THURLOW's own words, with whom I had much conversation upon it." And they were justified by the consideration that they did not abridge any right of alienation which the married woman had at law, but only moulded into a form approved by equity the power of alienation which equity had attached to the separate use.

The United States Supreme Court and Unconstitutional Laws.

IT IS WELL known that one of the functions of the Supreme Court of the United States is to decide upon the validity of Acts of Congress, for Congress cannot in its legislation go beyond the bounds of the written Constitution. But though the jurisdiction has attracted much attention, it has in fact not often been exercised. A list of the cases in which this has been done and Laws of Congress declared to be invalid is given in the May number of the *Massachusetts Law Quarterly*, where it is reprinted from another American periodical. In the 135 years which have passed since the adoption of the Constitution, the Supreme Court has declared Acts unconstitutional in only forty-eight cases. The first was *Marbury* v. *Madison*, 1 Cranch. 137, in 1803, for the court only declares the invalidity as an incident to the decision of some particular case; and our contemporary observes upon the small number of instances in which the ruling was of great national importance or affected the rights and privileges of any considerable portion of the people. In *Marbury* v. *Madison* an Act was declared unconstitutional because it attempted to give to the Supreme Court jurisdiction in other cases than those prescribed by the Constitution. In other words, the court declined to extend its own powers. The next case was not till 1857—*Dred Scott* v. *Sandford*, 19 How. 393, where the Missouri Compromise Act, 1820, was declared unconstitutional on the ground that an Act which prohibited a citizen from owning property in territory north of a certain line, and granted the right to others, was not warranted by the Constitution. Since that date the cases have been more frequent, and recently they have averaged two or three a year, and the three in 1920 included *Eisner* v. *Macomber*, 252 U.S. 189, declaring invalid an Act which defined stock dividends as income for income tax purposes—it is referred to by SANKEY, J., in his judgment in *Pool* v. *Guardian Investment Trust*, 1922, 1 K.B., p. 358—and *Evans* v. *Gore*, 253 U.S. 245, which declared it to be unconstitutional to tax judges' salaries.

The Publication of Lord Birkenhead's Judgments.

THE PUBLICATIONS of the Stationery Office are not usually of such an interesting nature that the average reader hears of them, and hence many people will have discovered with surprise that Lord BIRKENHEAD's judgments have been collected and published at the public expense. True they are on sale and can be bought for 30s. a copy, but from a question put in Parliament on the 6th inst. it appears that the loss so far is £145, a sum which, of course, may be diminished by future sales. The authority for the publication was given in June, 1921, and the volume was published in July, 1923. No doubt some of Lord BIRKENHEAD's judgments are of interest, but so are the judgments of others who have held the same office, and we see no ground of distinction. It appears that the present Government have not the least intention of repeating this experiment in the bookselling trade, and, in future, Lord Chancellors who are not content with the publicity of the Law Reports will have to bear the expense themselves. But we notice that while Lord BIRKENHEAD was granted this easy way of having his judgments published at the public expense, other works of perhaps greater value have to rely on private liberality. We review elsewhere the latest volume of Prof. HOLDSWORTH's History of English Law. Our reviews of the successive volumes show the opinion we have formed of it, and we imagine our opinion is shared by others. But we understand that its production has only been rendered possible by the liberality of two Oxford Colleges.

The Amendments of the Land Transfer Acts.

(*Continued from p.* 643.)

III.

CONTINUING the recommendations of the Land Transfer Commission and the treatment of them in Part X of the Law of Property Act, 1922—

10. *Mortgages.*—The recommendation was that mortgages of registered land should be effected in the same manner as if the land were unregistered, but a note of the mortgage deed should be entered on the register, and all mortgages should rank according to the priority of their entries. Mortgagees on selling to be empowered to transfer the land on the register. In the case of securities for future advances, the mortgagor only to be able to deal with the equity of redemption, subject to the total agreed advances.

All these three points—form of mortgages, power of transfer, and further advance mortgages—are dealt with by the 1922 Act, but not quite as the Commission recommended.

As to the form of mortgages, the registered charge of the Land Transfer Act, 1875, is preserved, and, in addition, mortgages may be made off the register, but protected on the register. As to registered charges, provision is made that they shall carry a legal estate; that is, the charge will take effect as a charge by way of legal mortgage "as if it had contained a demise to the charge creditor of a term of 3,000 years, subject to a proviso for cesser on redemption of the charge": s. 167 (2). This, of course, is an application to registered charges of the new

system of mortgage by demise which is to prevail off the register. It is a serious departure from the simplicity of registration, and is due to the fancied necessity for a chargee to have a legal estate. In fact, the legal estate has become a fetish. For all practical purposes a registered charge under the Land Transfer Act, 1875, is a complete security, except, perhaps, when the chargee desires to recover rent from a tenant, or to evict a tenant whose term has expired or a trespasser. Whether this is really necessary is doubtful, for s. 25 of that Act, which gives the right of entry and the right to receipt of rent, seems to carry the right to recover possession or to recover rent. But whether this is so or not, the right could be conferred by a slight addition to the language of the section. In fact, all this machinery of a 3,000 years' term is a retrograde step as applied to registered charges. We need not repeat now in detail the opinion that we have already expressed as to its application in conveyancing of unregistered land. The new system is extremely ingenious, and it is excellently worked out in the Second Schedule to the 1922 Act. It will be a delight to conveyancers, but it will not survive any real attempt to simplify the law of property in land.

The retention of registered charges is, as we have seen, opposed to the Report of the Land Transfer Commission, but the recommendation of that Report is carried out in the provision for "mortgages protected on the register": s. 168. These may be made "in any manner which would have been permissible if the land had not been registered and with the like effect"; but the land must be described so as to enable the registrar to identify it without reference to any other document. This means that the description on the register must be used. Then, as to protecting the mortgage on the register, this will be done, if it is by deed, by a caution in a specially prescribed form and in no other way; and if not by deed, then by an ordinary caution. The virtue of this special caution will be that the mortgagee will be entitled at any time to require the mortgage to be registered as a charge with the same priority as the caution, and when he has been so registered, he will have all the powers of a registered chargee: s. 168 (5), (6). Thus a mortgage "protected on the register" will give no power to deal with the land on the register until it has been registered as a charge, but then it will rank for priority as though it had been registered at the date of the caution. Of course, it will be simpler to have a registered charge to start with, but apparently the special caution will be the cheaper. The *ad valorem* fee on registering a charge—6s. per cent.—need not be paid unless and until it becomes necessary to realize the security, and meanwhile only 10s. will be paid on the caution unless the fee is raised for a specially prescribed caution. We presume the practice will be to take unregistered mortgages and protect them by caution, but it would have been better for the simplicity of registration if the *ad valorem* fee had been dropped or reduced, and the system of registered charges maintained intact. This is done on the Shipping Register and all the special terms of the mortgage contract are, in advances on ships, contained in a document off the register.

As to the mortgagee's power of transfer, the Commission, in advising that all mortgages should be off the register and only noted on the register, saw that a power to transfer the land on sale must be given. Under the system actually proposed this is not necessary. A registered chargee will have the power of transfer given by s. 27 of the 1875 Act; and so will the mortgagee off the register when he registers his mortgage with a view to realization. Hence no special provision is necessary, except that s. 167 (10) provides for the merger on transfer of the 3,000 years' term supposed to be created by the charge, and this cannot be dealt with apart from the charge.

As to future advances, the recommendation of the Commission is not adopted, and indeed it was impracticable. A mortgagee does not, in general, agree to make future advances, but if he does make such advances, then his security is to cover them. The practical course is to give the mortgagee notice before a subsequent charge is made and then the advances will stop. This is provided by s. 169, and if the mortgagee does not receive the notice, by the failure either of the registrar or of the post office, and thereby suffers loss, he will be entitled to be compensated out of the indemnity fund.

11 and 12. *Easements.*—Easements appearing on the title prior to registration to be entered on the register. Easements acquired by instrument after registration to be similarly entered. In each case by reference to the instruments creating the easements. This is recommendation 11 and refers to easements adversely affecting the registered land. As regards them, this land is the servient tenement. Recommendation 12 advised that the registered proprietor should be entitled to have an entry made of easements which he claimed to be appurtenant to his land, but without prejudice to the owner of the servient tenement.

The 1922 Act contains several provisions the collective effect of which will apparently be in accordance with the Report. Thus, in Sched. XVI, Pt. I, s. 5, which contains amendments of s. 18 of the 1875 Act, it is provided, by s-s. (6), in substitution for the last paragraph, that easements created by an instrument and appearing on the title on first registration, which adversely affect the land, shall be noted on the register; and further, that where the existence of an easement is proved or admitted, notice thereof may be entered on the register. This latter provision is not confined to first registration, or to easements created by an instrument; but in the absence of an instrument a note cannot be made against the servient land if the proprietor of such land shows sufficient cause to the contrary. Section 6 of Sched. XVI, Pt. I, provides for the noting of the determination or variation of an easement.

Section 7 provides for the grant or reservation of easements over or in favour of registered land, and they will be registered or noted on the register, but no easement may be registered except as appurtenant to registered land, or noted except as against the registered title of the servient land: s-s. (3). The acquisition of easements is provided for by s. 176 (3) (4) of the 1922 Act. The registered proprietor may accept easements for the benefit of the land, and easements acquired before registration will on registration become appurtenant to the registered estate.

These provisions seem to authorise the entry on the register of all easements which are shown to be appurtenant, either on first registration or subsequently, to the registered land, and also the noting of such easements against the servient land; and s. 25 (*e*), (*f*), (*g*) of Sched. XVI, Pt. I, enables rules to be made for such registration and noting, but in each case the entry must, so far as practicable, refer to the instrument (if any) creating the right. At present, as will be seen, these various provisions are scattered over the 1922 Act, and it is not very easy to collect them. It will be very convenient if in the Consolidating Bill they are brought together so as to show exactly how easements are to be entered in favour of the dominant land and against the servient land. The provisions we have summarised are not confined to easements, but apply generally to rights, privileges, and benefits affecting land.

13. *Restrictive Covenants.*—Such covenants affecting registered land to be registered by reference to the instrument creating them, and the Court to be empowered to discharge or modify obsolete covenants whether the land affected is registered or unregistered.

Notice of the imposition of restrictive covenants could be entered against land under s. 84 of the 1875 Act, as amended by the Act of 1897. This is now repealed—or will be when the new statute law comes into operation—and other provisions are substituted by Sched. XVI, Pt. I, s. 21 of the Law of Property Act, 1922. We need not give the details. Notice of restrictions affecting registered land can be entered, but, in accordance with the above recommendation, this must, where practicable, be done by reference to the instrument creating them, and a copy or abstract of it must be filed at the registry. General provision for the discharge or modification of obsolete restrictions is made by s. 90 of the Act of 1922, and in the case of registered land a corresponding alteration will be made in the register.

(To be continued.)

Contributory Negligence in Moments of Extreme Peril.

A POINT of great interest and importance which has at last received authoritative consideration by the final Tribunal of Appeal arose before the House of Lords in the Scots appeal of *United States of America* v. *Laird Line, Ltd.*, 1924, A.C. 286. The question raised affects a fundamental issue in the law of contributory negligence. There is no difference, of course, between the principles which determine whether or not there has been contributory negligence in the English Common Law, the Scots Law, and the Admiralty Law. The results differ in the three systems; assuming contributory negligence present, English Common Law finds in favour of the defendant, Scots Law holds each party liable for the damage actually done by his part of the negligence, and the Admiralty Rule (except so far as modified by recent legislation) holds each ship liable for a moiety of the total damage. But these variations of juristic liability only arise after it has been decided whether or not there has been negligence in law on the part of the plaintiff as well as the defendant, and, in ascertaining whether that is so, each of these three several forums applies the same principles of law and evidence.

Now the essence of the doctrine of contributory negligence, as understood in all three systems of jurisprudence, may be shortly stated in the following terms. Where a collision results between the person or property of A and that of B, and where both parties have been guilty of something which, if it stood alone, would be considered negligence in law, we must look and see whether (1) A's negligence alone, or (2) B's negligence alone, or (3) the combined effect of both A's and B's negligence was the cause of the collision at the final moment, *i.e.*, was its *causa proxima*. If B's negligence alone would have at the final moment caused the accident, whether or not A had previously been negligent, then B alone is liable; A's negligence is disregarded by the law. But if B's negligence alone would not have caused the accident at the final moment, *i.e.*, if both A's and B's negligent acts or omissions contributed in a material degree to the collision, then there exists a case of "contributory negligence," *i.e.*, both parties are contributory parties to the negligence which caused the accident. This may be taken as generally accepted law, although much difference exists as to the correct way in which to state the rule for the purposes of directing the mind of a jury to the point, and there has been a great deal of discussion upon this important question of practice in recent years. But the nature of the principle is not affected, nor even obscured, by the fact that it is found in practice rather difficult to put it in a concrete form to a jury without falling into some error of principle.

Now, incidental to the large principle just stated, there are numerous minor principles which are far from clear. One of these is that just decided in *United States of America* v. *Laird Line, Ltd.*, *supra*. It is this: Suppose that A has been negligent, *e.g.*, has broken some one of the Regulations for the Prevention of Collisions at Sea, or otherwise has acted in a way which indicated bad seamanship. Suppose that this negligence puts B in extreme peril of a collision, so that B has to act very hastily in order to avoid the collision. Suppose, also, that B could have avoided the collision had he done the correct thing called for by the circumstances. B, however, having to act in haste, makes some slight error of judgment and omits to take the precise steps which would have avoided the collision. So a collision follows. This looks *primâ facie* as if B were the party solely responsible for the collision, since—in accordance with the rule explained above—the negligent party is that party whose negligence at the final moment caused the collision, *i.e.*, that party but for whose negligence the collision might have been avoided. Such party, it would seem, is alone liable on the apparent meaning of the well-accepted general principle.

But this result is so abhorrent to obvious justice and equity that the courts have refused to arrive at it. They have escaped doing so by an ingenious device. A's negligence, they say, was in reality the cause of B's negligence, for it put B into such extreme peril that his subsequent error of judgment was the natural and proximate result of A's negligence. In other words, A's negligence really includes B's subsequent negligence as an indivisible link in the chain of events causing the accident, and therefore A's negligence is really the *causa proxima* of the collision. Conversely, B's negligence was really forced by A's conduct, and therefore is not imputable to him as negligence at all. Therefore A is solely guilty of negligence; there is no contributory negligence by B: *The Bywell Castle*, 4 P.D. 219; *Emmy Haase*, 1884, 9 P.D. 81; *The Kirby Hall*, 1883, 8 P.D. 71; *The Vindomora*, 1891, A.C.1. The cases we cite are cases in which the court held that B, in the state of facts set out above, is entitled to a reasonable interval of time after the occurrences of A's negligent act in which to make up his mind what to do, and if he is forced by circumstances to take action without having had this reasonable interval, his action is not to be imputed to him as negligence.

This principle of indulgence for a person who acts "in extreme peril" is exceptionally well-stated in a Court of Appeal decision, *The Bywell Castle*, *supra*, in which JAMES, BRETT, and COTTON, L.JJ., all concurred in taking the above view. The *Locus Classicus* for the doctrine, in fact, is a passage in the judgment of Lord ESHER: "I am clearly of opinion," he said, "that when one ship, by her wrongful act, suddenly puts another ship into a position of difficulty of this kind, we cannot expect the same amount of skill as we should under other circumstances. The captains of ships are bound to show such skill as persons of their position with ordinary nerve ought to show under the circumstances. But any court ought to make the very greatest allowance for a captain or pilot suddenly put into such difficult circumstances; and the court ought not, in fairness and justice to him, to require perfect nerve and presence of mind, enabling him to do the best thing possible": *ibid.*, pp. 219, 222, 226.

The rule thus laid down, however, has often been questioned, and in *United States of America* v. *Laird Line, Ltd.*, *supra*, the Scots Court of Sessions in fact refused to follow it. The House of Lords, however, has reversed the Court of Session, restoring the Lord Ordinary's judgment, which the Court of Session had overruled, and has incidentally affirmed in express terms the correctness of Lord ESHER'S rule. The facts of *United States of America* v. *Laird Line, Ltd.*, therefore, are of interest. Indeed, in such cases the facts are always of interest since without a statement of the facts abstract principles of Maritime Law are apt to prove mere words to practitioners not familiar with them. The concrete facts are essential to an adequate mental picture of the rule, and therefore we set them out in the briefest possible terms.

The Steamship R was steering a course from Greenock to Dublin, travelling at 13 knots. On entering an area of dense fog she maintained her speed and omitted to blow her whistle, clearly a breach of seamanship. Now the American steamship W, bound from America to Glasgow, entered the same area of fog from a different point of the compass; she properly reduced her speed to 3½ knots, and kept sounding her fog syren. Suddenly her master saw ahead a white light, the masthead light of the R. It was on the starboard bow, only 1,200 feet away. He at once ordered "hard-a-starboard," an error of judgment, but immediately afterwards, seeing the R's red light, he gave the orders "Hard-a-port; stop; reverse engine." This later order was correct, and had it been given at once would have avoided the collision, which immediately followed. These matters of fact and navigation were in substance conceded on both sides, and the real issue was the effect in law of what had occurred. Admittedly R was negligent for proceeding at an excessive speed without sounding fog-signals. But, also quite obviously, W could have avoided the collision at the final moment if the captain had not first taken a wrong step. After, he took the right one—too late. In these circumstances the House of Lords applied the "extreme peril" rule, and, exonerating the master of W from blame owing to his necessarily hurried primary decision, found that his ship had not been guilty of "contributory negligence."

Lord Birkenhead's Views on Criminal Lunacy.

No explanation is as yet forthcoming of the somewhat extraordinary action taken by the House of Lords in rejecting, without consideration in Committee, Lord Darling's Bill for carrying into effect the unanimous recommendations of the Commission which inquired into the law of Criminal Insanity under the presidency of Lord Justice Atkin. The two recommendations of that Committee were of the most moderate kind, and, indeed, expressed only views which so distinguished a criminal jurist as the late Sir James FitzJames Stephen believed to be the actual rules of law, although his opinion has been since disregarded in recent decisions of the Court of Criminal Appeal. Moreover, the recommendations, or rather the first of them, were intended as a compromise between the legal and medical views of criminal responsibility for acts committed during insanity, and therefore had a special claim to consideration in Parliament.

Some light on the mystery, however, will be gleaned by experienced parliamentarians from the fact that Lord Birkenhead contributed to *The Times*, Monday, 26th inst., a letter several columns in length making a frontal attack on these very recommendations and assailing them with all the force of his experienced forensic rhetoric. Evidently Lord Birkenhead is acting in concert with others, and presumably this is part of a general campaign against the new proposals among rigid legalists who are unwilling, like the peers on a famous medieval occasion, that the Laws of England should be changed: *Leges Angliæ nolumus mutari*. On the medieval occasion in question the peers refused to allow the Church to introduce into England the Canonist principle, accepted elsewhere, that illegitimate children are legitimated by subsequent marriage of their parents. On the present occasion it is modern medical and psychological science, the advent of which the eminent law lords who oppose this measure are endeavouring to stay. Evidently Lord Sumner, Lord Hewart, and Lord Birkenhead saw their opportunity in the fact that the Lunacy Bill had been entrusted to the charge of Lord Darling, who may not as yet command much weight in the Lords or with the Government. It was possible to attack a Bill sponsored by him in a way that would have been impossible had some peer of older standing introduced the measure. And evidently no considerations of chivalry or courtesy towards a distinguished ex-judge were permitted to stand in the way of an attack that would so damage the prestige of the proposal as to make any other peer unwilling to run the risk of a similar fiasco should he reintroduce it.

It cannot be said that Lord Birkenhead's letter, lengthy though it is, throws any additional light on the extraordinary—one might almost say the superstitious—aversion from the proposed reform which is manifested in so many obscurantist quarters. Nor was any enlightenment afforded by the speeches in the House of Lords, delivered by Lord Sumner, Lord Hewart, and Lord Haldane, when the Bill was thrown out. Put quite briefly, the first proposal of the Bill (the only controversial one) is that, in addition to the two existing tests of insanity which a jury consider when the defence of insanity is set up at a criminal trial, they shall consider a third as well. The two existing rules, laid down in *MacNaghten's Case*, are these:—

(1) Mental disease which prevents the prisoner from *knowing* the *nature* of the act he does.

(2) Mental disease which prevents him from being aware of its *quality*, *i.e.*, that it is legally or morally wrong.

To this it is now proposed to add a third, *viz.*:—

(3) Mental disease which prevents the prisoner from being able to control his act.

If this new test is open to the jury, all the Law Lords we have quoted seem to think that the flood gates of Hades will be let loose and every scoundrel will be acquitted. Lord Birkenhead's letter, indeed, consists largely in suggesting in detail what Lord Parker, pronouncing on an old statute, once wittily called "a dismal catalogue of the evils to the Commonwealth" which would follow any other interpretation of our law. He seems to overlook a number of rather obvious facts. First, juries are not selected from amongst the inmates of lunatic asylums, still less from humanitarian sentimentalists; they are selected from the hardest-headed section of the community, the one least likely to pay undue attention to theorists. In the second place, juries do not ascertain the sanity or insanity of an accused person, they are assisted by the expert testimony of witnesses—and, as men of the world, they naturally attach much more importance to the experts who hold official positions as prison doctors or Home Office advisers, rather than to those produced by the defence. In the third place, juries are assisted by judges in arriving at their views, and it is difficult to believe that they will override habitually the direction of able and experienced judges; nobody supposes that they do so at present. In fact, the evils which Lord Birkenhead fears, if medical experts are permitted to place modern scientific views before the jury instead of talking, as at present they are compelled, in terms of *MacNaghten* rules, which are based on a medieval misunderstanding of the working of the human mind, are no more likely to occur in practice than the anarchy which his Lordship's predecessors, Lord Eldon and Lord Ellenborough, once assured the House of Lords would follow if humanitarian proposals to let persons be defended by counsel were adopted by Parliament.

It remains, however, to consider briefly the real crux which is put forward by opponents of reform. Lord Sumner put this with his usual force in the House of Lords. "I cannot understand," he said, "how any person, knowing that the act is wrong, can be absolutely incapable of controlling it." This is an intelligible position, perhaps natural to a clever lawyer who has not taken the trouble to study modern psychology, and is not familiar with the actual conduct of lunatics. No doubt it is widely shared. But it seems almost too absurd for words, not only to the psychologists acquainted with the modern theory of the working of the mind, but also to the asylum doctor who has under his charge many patients who feel an irresistible impulse to commit acts which nevertheless they regard with horror—usually suicide or indecent impulses—and who are deeply grateful for the shelter against their own diseased tendencies which the asylum affords.

The explanation of this phenomenon—we set it down for the benefit of those who share Lord Sumner's difficulty—is just this. The mind uses as its instrument, both for action and for thought, a physical structure called the brain and the nervous system. Now, disease may attack one part of the system while leaving others able to function. It may attack the controls which enable an individual to constrain his reflex actions or his natural instincts, while at the same time leaving perfect those controls which govern his intellect. The result is that the decay of the first-named set of controls renders him quite unable to resist activities which nevertheless he regards with horror. His position is like that of a partially paralyzed man whose organs of sight are in good order while his limbs are unable to move. Such a man sees a red-hot poker brought close to his body, he regards it with fear and horror, he wishes to escape it and tries to do so—but he cannot move away, for he is unable to work his limbs.

Now apply this analogy to mental disease. Let us take a sympton familiar even to sane persons. Many persons, standing on a bridge or at a great height and looking down, feel a sudden impulse to throw themselves over. They do not wish to commit suicide in the least; they regard a fall with horror. Why then the impulse? The reason is this. The act of looking down brings the eyes into a perspective quite different from the normal one of looking at horizontal distant objects; in the effort to adjust themselves to an abnormal perspective, the nerves which control the eye muscles "interfere with" adjacent nerves which control the legs and do so in such a way as to produce a "throwing-down" movement. The sane individual can resist this by jumping back or by rigid self-control; he does not jump down. But the person who suffers from neurasthenia has lost, by mental disease, the capacity to control this motion; he jumps down, not because he wants to, but because he cannot control the nervous impulse to do so called into existence in the way we have described. Precisely this, on a larger scale, explains how mental disease may (and does) deprive of control persons who regard with horror the act they commit.

Reviews.

English Legal History.

A History of English Law. By W. S. Holdsworth, K.C., D.C.L., Vinerian Professor of English Law in the University of Oxford. Vol. V. Methuen & Co., Ltd.

The fourth and fifth volumes of Prof. Holdsworth's great work were issued together, but space forbade our noticing more than the former volume at the time, *ante*, p. 592, and we reserved the fifth volume for separate treatment. But indeed it is so full of matter that we must content ourselves with giving a brief summary of its contents. This will be understood when we say that it takes up the development of the Common Law and its rivals just at the most interesting period, the end of the sixteenth and the beginning of the seventeenth century—the period of Elizabeth and the first James—and tells of the influence of the Civil Law, which, notwithstanding that it was here a declining system, did much to found International Law and Commercial and Maritime Law, and the volume passes on to the jurisdiction and procedure of the Star Chamber, the growth of the doctrine of equity, and the final establishment of the Common Law as a check upon the excesses of the Royal Prerogative.

The feature of the early part of the volume is its account of the rise of International Law. With this, of course, the name of Grotius is always associated, but there were others before or just

after him who helped to make modern International Law, and Prof. Holdsworth discusses in detail the works of two of them. The first is Alberico Gentili, who came from Italy to teach law at Oxford, and in 1587 became Regius Professor of Civil Law. It was while he held this office that he published his most famous book *De Jure Belli*. Grotius, struck by the ferocity which characterized war, followed with his *De Jure Belli et Pacis* in an attempt to soften its rigour, and Zouche, who was at once a practitioner at Doctors' Commons and Regius Professor at Oxford, and afterwards Judge of the Court of Admiralty, carried on the work of his predecessors with his *Jus inter Gentes*.

While the foundations of International Law were thus being laid, an equally interesting and important development was taking place in Commercial and Maritime Law. "In all departments of industry and commerce," says Prof. Holdsworth, "the Italian cities and the cities of the South of France were in the Middle Ages easily pre-eminent"; and so there was a "Reception" of the Italian Law Merchant throughout Europe in the sixteenth century comparable to the earlier Reception of Roman Law. But in England the growth of the Royal central courts excluded the Continental tendency to form separate commercial tribunals, nor did the Court of Admiralty develop into such a tribunal. "Therefore in England alone among the nations of Europe commercial and maritime law became simply a branch of the ordinary law, founded indeed on those principles and rules of the cosmopolitan Law Merchant which were introduced into England during this period, but developed by the machinery and in the technical atmosphere of the courts of law and equity" (p. 153).

From Commercial and Maritime Law Prof. Holdsworth passes to the law administered by the Council and the Star Chamber, chiefly the latter. The Star Chamber was based on what was claimed to be the extraordinary power of the Crown. Its jurisdiction extended mainly to the repression of forms of crime—in particular violent wrongdoing—which were below treason, but which constituted a serious social danger, and for which the procedure of the ordinary criminal courts was insufficient. But it adopted the inquisitorial methods of Continental Crimina Law, and against the law employed torture in the examination of accused persons. In *Felton's Case*, Prof. Holdsworth observes, all the judges agreed that he could not be tortured by the rack, "for no such punishment is known or allowed by our law." And whatever temporary benefit it may have conferred, such a court could not last.

And so we come to what will be to many the most interesting part of Prof. Holdsworth's work—the growth of the equitable jurisdiction of the Chancellor and the development of the Common Law under the influence of Coke and the early reporters and writers. The former subject is introduced with an account of the early Chancellors, notably Sir Thomas Egerton, who became Lord Ellesmere, and his immediate successor, Francis Bacon. It was the former who, with the assistance of James I—the story has been told by Prof. Holdsworth in a previous volume (I, pp. 459, *et seq.*)—established the independence of the Court of Chancery against the attacks of Coke, and Bacon, of course, has a reputation extending far beyond the law. Prof. Holdsworth gives a detailed account of the origin of the rules of equity, and the volume closes with a discussion of the early reports and the literature of the Common Law and with an account of Lord Coke's career and writings. Coke, like other great men, has not escaped criticism; his history and his reasoning may sometimes be at fault. But more than any other single man he has made the Law of England, and the supremacy of the law was his great aim and his great achievement. The effect is seen in the judgments of the courts at the present day restraining the excesses of the Executive. We doubt whether legal literature contains a book of such absorbing interest as this volume of Prof. Holdsworth's work.

Lunacy.

THE LAW RELATING TO LUNACY. By Sir HENRY STUDD THEOBALD, K.C., M.A., Hon. Fellow of Wadham College, Oxford; lately a Master in Lunacy. Stevens & Sons, Ltd. £2 10s. net.

This volume, says the learned author, is the result of fifteen years' experience as a Master in Lunacy, and the profession will be indebted to him for a very interesting, complete and well arranged statement of the branch of law which he has done so much to develop in its later practical aspect. One of the best known chapters in Lord Birkenhead's "Points of View," is that on "Wadham College and the Law," and there we read: "The most distinguished lawyer after Lord Westbury, who has held the Wills Legal Exhibition, was Henry Studd Theobald, elected Fellow of Wadham in 1871, whose work on Wills is an acknowledged authority, and who, in spite of infirmity, attained to be a King's Counsel and a Master in Lunacy." Some lawyers, no doubt, would have been better pleased to see a new edition of "Theobald on Wills," than a book on Lunacy, but that task, we presume, will be reserved for other hands. The infirmity to which Lord Birkenhead alludes is well known. It culminated in blindness soon after Sir Henry had been appointed to his late office, and he at once offered to resign it. But the offer was not accepted by the then Lord Chancellor, and, like other gifted men who have been similarly handicapped, Sir Henry Theobald overcame his disability, and until recently, performed the duties of his office. Naturally, in the preparation of his present work, he has had to rely on the help of others, some of whom he mentions. His clerk, Mr. D. S. Hyslop, Mr. William Toynbee, of the Inner Temple, Mr. R. A. Riches, the Librarian of the Bar Library—so far, the users of the library are glad to see, an hereditary office—Mr. Whitehead of the Lunacy Office, and others; and lastly, "without the untiring co-operation and encouragement of my wife this book would not have been undertaken; to her—the light of my darkness—I dedicate it."

The book, as we have said, is a very complete guide to the Law of Lunacy. It includes in Part IV "Care and Treatment," the provisions for the detention of lunatics not so found—and there are very few now who are "so found"—and discusses the liability of the officials responsible for the detention, a subject which has become very prominent since the completion of the work. Sir Henry brings the matter down to the case of *Everett v. Griffiths*, in the Court of Appeal and in the House of Lords, 1920, 3 K.B. 163; 1921, 1 A.C. 632; but the chapter in the next edition will have to consider the *Harnett Case*, and not improbably the impending Royal Commission will lead to legislative changes. "It is to be hoped," he says, "that the judicial capacity of the person making reception orders will be maintained, whether they are summary reception orders or not"; by which is implied the immunity attaching to a judge when exercising judicial functions.

In ordinary practice the most important part of the book is that which deals with Management and Administration; that is, with the proceedings consequent upon the appointment of a receiver under s. 116 of the Lunacy Act, 1890, as varied by the Act of 1908; and, as regards vesting orders, by the Acts of 1911 and 1922. The clear manner in which the effect of these provisions is stated is a good index to the general utility of the work; and the procedure in obtaining the appointment of a receiver and then in obtaining the various orders required in the administration of the patient's estate is fully stated, with the advantage of the statement being based on the author's experience. In one matter it is difficult to reconcile ordinary practice with the practice of the office. The Legislature in its wisdom has adopted the title Lunacy Acts for the relevant statutes, and the ordinary precedents and the practitioner properly use this title in drawing proceedings and conveyances. But the officials in the Lunacy Office only recognize "patients," not lunatics, and any reference to the Lunacy Acts is cut out and much drafting confusion caused. Sir Henry Theobald says in the preface that this was commenced some years ago under the direction of the Masters in Lunacy, and legal proceedings were "purged from references to lunacy." In our view this was unnecessary and inconvenient. If Parliament wishes such a change made it can give new short titles to the Acts, but till then the proper titles should be used and not the uninforming reference to the statutes by the regnal year and chapter. It may distress the patient to see the word lunatic. It will, we should fancy, distress him more to tell him he is confined under 53 Vict. c. 5. The statutes, including the Mental Deficiency Act, 1915, and the rules and various official regulations are given in the Appendices.

Pleadings.

A COMPENDIUM OF PRECEDENTS OF PLEADINGS, COMMON LAW AND CHANCERY, together with a number of Miscellaneous Forms and Precedents founded upon Cunningham & Mattinson's Precedents of Pleadings. By BERTRAM B. BENAS, LL.B., and R. C. ESSENHIGH, both of the Northern Circuit, Barristers-at-Law. Sweet & Maxwell, Ltd. 30s. net.

This book is practically a new work, although in a sense it is a successor to "Cunningham & Mattinson." The second and last edition of that work was published in 1884, and since then, as the authors of the present work state, the methods of pleading have undergone a process of steady evolution. But they have confined it strictly to precedents, and the practitioner will not find its pages cumbered by references to statutes or rules or cases. There is a brief introduction summarizing the principal rules of pleading, but for the details of procedure the practitioner is left to the standard works on the subject. "The Annual Practice," and the larger text-books of litigation, such as Chitty, Daniell and Seton, must be consulted by the practitioner on matters of procedure, and the present writers have felt that to increase the size of the work or to sacrifice space available for precedents by the epitomized annotation of points of practice dealt with in the works cited was in no way justifiable." At the commencement of each

subject there is a reference to one or more text-books, but this is all the information outside the actual precedents which the authors give.

The art of pleading of the present day is, of course, a very different thing from the pleading of a hundred years ago. In the middle of last century the strict rules of pleading were relaxed, until we now have arrived at the general rule that the pleading must contain, and contain only, a statement in summary form of the material facts on which the party pleading relies for his claim or defence. Moreover, save in some essential matters, such as pleading the Statute of Frauds, or the Statutes of Limitation, amendment is easy, and a party need not now lose his case for a defect of pleading. At the same time it conduces very much to the convenience and quickness of litigation and to saving of costs if the pleadings are properly drawn, and the practitioner will find it very useful to have the present work at hand for his guidance. Part I consists of pleadings in Common Law matters arranged according to subjects in alphabetical order, including the familiar heads of breach of contract, detinue, distress, landlord and tenant, master and servant, recovery of land, trespass to goods and to land, and many others, and there is a useful set of precedents for special cases—Admiralty, Commercial Court, Divorce, Probate and Fetition to the Crown—and there are notices of appeal suitable to various cases, and a form of appeal to the House of Lords, including the appellants' and the respondents' cases. Then there follow a collection of pleadings on Chancery matters, including originating summons and proceedings commenced by writ. These are applicable to a great variety of matters, and are well chosen and worked out in sufficient detail to be very helpful.

The English and Empire Digest.

THE ENGLISH AND EMPIRE DIGEST, with Complete and Exhaustive Annotations, being a Complete Digest of every English case reported from early times to the present day, with additional cases from the Courts of Scotland, Ireland, the Empire of India, and the Dominions beyond the Seas, and including Complete and Exhaustive Annotations giving all the subsequent cases in which judicial opinions have been given concerning the English Cases digested. Vol. XVII. Customs and Usages. Damages. Deeds and other Instruments. Dependencies, including Dominions, Dependencies, Colonies and British Possessions. Butterworth & Co.

The four subjects in the volume of the English and Empire Digest are all of great interest. The first, Customs and Usages, has been contributed by Mr. J. L. Denison, Mr. W. Kerr Chalmers and Mr. M. E. Watts; the second, Damages, by Mr. G. F. L. Bridgman, and Mr. G. Tracey Watts; the third, Deeds and other Instruments, by Mr. A. J. Fellows, Mr. A. M. Galer, and Mr. Harry Farrar; and the fourth, Dependencies, by Mr. C. A. Collingwood, and Mr. Frank Gahan. The knowledge, skill, and patient accuracy, which are the foundation of the success of a work of this kind, deserve the specific mention of names and the acknowledgment of the indebtedness of the profession.

Custom has in practical law a much narrower scope than theory assigns to it. It was, says Sir John Salmond (Jurisprudence 7th ed., p. 207), long the received theory of English Law that whatever was not the product of legislation had its source in custom. *Lex et consuetudo Anglice* was the familiar title of our legal system. But the common law, which on this theory should have been the expression of custom, has in fact been based chiefly on judicial decision. Custom had, indeed, its place as a source of law, but it represented the primitive habits of an agricultural community and this fact determined the rule that a custom to be valid must be immemorial, and also restricted customary law to matters relating to the land. In the numerous cases digested here under "Custom," which establish as its essential characteristics immemorial existence, reasonableness, certainty, and continuity, and illustrate its validity in particular instances, the subjects of litigation spring almost entirely out of the land and the user of land. When we turn from agriculture to the growing needs of business, then we cease to find law based on custom; it is based on judicial views of what is for the public convenience and advantage, assisted by the usages either of the general law merchant or of particular trades. But usage is a different legal concept from custom. Usage need not be immemorial. It may be still in course of growth. This is clearly put in the interesting citation at p. 7 from an Indian Privy Council appeal: "To support mercantile usage there needs not either the antiquity, the uniformity, or the notoriety of custom. It is enough if it is so well known and acquiesced in, either in commerce generally or in the particular trade, that it may be assumed that contracting parties tacitly import it into their contract." And the same is true of usages which are imported into contracts of tenancy. On the capacity of the law merchant for growth, *Goodwin* v. *Robarts*, L.R. 10 Ex. 337, is the leading case, cited here under Custom in order to found the distinction between custom and usage, and mentioned again under Usage with a reference back to the previous citation; and the best-known recent instances are *Bechuanaland Co.* v. *London Trading Bank*, 1898, 2 Q.B. 158, and *Edelstein* v. *Schuler*, 1902, 2 K.B. 147, on the negotiability of bearer debentures, both of which are digested, the latter especially with illuminating fulness. And in Part III of this title there is a very useful collection of cases on the usages of particular branches of trades, commerce, and industry, and of particular professions and occupations. One important set of usages, those involving reputed ownership in bankruptcy, have been already dealt with under Bankruptcy, and to that title the reader is referred; and in other cases—for instance, banking usages, and the usages of the legal profession—reference is made to the particular titles to which their treatment more conveniently belongs. But for the general principles governing the validity and effect of usages, and the establishment of their existence in numerous trades this title of the Digest will be found very useful.

Under Damages we naturally turn to see how the digesters have dealt with *Hadley* v. *Baxendale*, 9 Ex. 341, and there we find a very neat summary of the points decided in the case, the most important, of course, being that, on breach of contract, the damages are such as may reasonably be supposed to have been in the contemplation of the parties; and there is a note occupying close on a column of the cases in which this leading case has been considered, and either distinguished or applied. In an annotation of this kind the wealth of information seems almost too much, but it will not, we imagine, be very difficult for the practitioner to trace the case which will best serve the purpose of the particular problem before him. One of the most interesting points in the recent law of Damages is the development of the doctrine of the duty of the injured party to take steps to mitigate the damage; best illustrated, perhaps, by the House of Lords decision in *British Westinghouse, &c., Ltd.* v. *Underground Electric Rys.*, 1912, A.C. 673, and applied to the case of "anticipatory breach" in *Millett* v. *Van Heck & Co.*, 1921, 2 K.B. 369. These and numerous other cases on the subject are digested clearly and in convenient order, and another instance of good and useful work will be found in the cases on "Liquidated Damages or Penalty." Whether a sum named in the contract to be paid on breach is called by one name or the other is not conclusive of its nature; the Court must look at the real nature of the transaction: per Lord Halsbury, C., in *The Clydebank Engineering Co.'s Case*, 1905, A.C. 6, but there are numerous cases which show how the real nature is to be ascertained, and the practitioner will find the digest of these, with the accompanying annotations, very useful.

The Title "Deeds and Other Instruments" contains so many matters of frequent importance in advising that it is difficult to know what to select in illustration of the digesters' work. Written instruments are to be construed in accordance with the intention of the parties, but that is the intention as ascertained by the words which they have used; or as it was somewhat bluntly put by Denman, C.J., in *Rickman* v. *Carstairs*, 5 B. & Ad. 651: "The question in this and other cases of construction of written documents is, not what was the intention of the parties, but what is the meaning of the words they have used." A great mass of judicial authority is cited here in support of this view, and most important, perhaps, is the dictum of Lord Wensleydale in *Grey* v. *Pearson*, 6 H.L.C. 61: The rule of construction is to adhere as rigidly as possible to the express words of the instrument and to give to those words their natural and ordinary meaning unless the context shows that this is not the meaning of the author of the instrument, or unless such a construction would manifestly lead to an inconsistency which could not have been his intention. It was this statement of the rule which led Sir George Jessel in *Taylor* v. *St. Helens Corporation*, 6 Ch. D. 264, to make one of the slips of which even he was capable, and to say that there was no room now for the maxim that in case of doubt a deed must be construed most strongly against the grantor. His idea was that, if you really followed the words, there could be no doubt, but, of course, he was wrong. The rule is no doubt only to be applied in the last resource, but it is still a good working rule. Another rule which, though apparently arbitrary, sometimes shows a way out of a difficulty is that, if there be a repugnancy, the first words in a deed, and the last words in a will, shall prevail: per Mansfield, C.J., in *Doe* v. *Biggs*, 2 Taunt. 109. A recent example of the first branch of the rule is afforded by *Forbes* v. *Git*, 1922, 1 A.C. 256, noted here at p. 352. And the collection of cases on the meaning and application of the *Ejusdem Generis* Rule is very useful and interesting. A well-known modern case on the rule is *Lambourne* v. *McLellan*, 1903, 2 Ch. 268, which related to landlord's fixtures, and there are quite recent expositions of it in the judgment of McCardie, J., in *S.S. Magnild* v. *McIntyre Bros. and Co.*, 1920, 3 K.B. 321; on app. 1921, 2 K.B. 97; and in *Ambatielos* v. *Anton Jurgens*, 1922, 2 K.B. 185 in the C.A.; 1923, A.C. 175. Another rule which the practitioner frequently has to consider is contained in the maxim *Falsa Demonstratio non nocet*, and its consideration and applicability in the numerous cases digested under this head, pp. 277 *et seq.*, is one of the special features of the Title. As we have said, this part of the present volume is of very special interest.

The Title "Dependencies" is, perhaps, of less interest than the above to practitioners here, but attention should be called to the very full digest of cases on the Judicial Committee of the Privy Council, its jurisdiction and practice, in particular the circumstances under which special leave to appeal will be given. The general rule in civil matters is that the case must raise either a far-reaching question of law or matters of dominant public importance: *Albright* v. *Hydro-Electric, &c., of Ontario*, 1923, A.C. 167; and in criminal matters, that there must have been a clear departure from the requirements of justice: *Riel* v *R.*, 10 App. Cas. 675. There is a useful collection of cases illustrating the special features of Colonial Legislation.

The foregoing notes of the latest volume of the English and Empire Digest, taken miscellaneously from the abundance of its contents, will show that the work as it progresses is well maintaining its completeness and utility.

Books of the Week.

Practice.—Gibson's Practice of the Courts. Being a Practical Exposition of the Proceedings in the Supreme Court of Judicature in England, including Appeals to the House of Lords. Twelfth edition. By ARTHUR WELDON and ROBERT LEE MORSE, Solicitors. The "Law Notes" Publishing Offices. £1 1s. net.

Firms.—Registration of Business Names. Setting out the requirements of the Act of 1916, with examples. By HERBERT W. JORDAN. Sixth edition. Jordan & Sons, Ltd. 1s. 2d.

Shipping.—Immunity of State Ships as a contribution towards purification of the laws on the subject. By Dr. N. MATSUNAMI, Professor of Tokio University, Legal Adviser to Japanese Government, &c., &c. Richard Flint & Co.

Contract.—The Law as to C.I.F. Contracts. By H. GOITEIN, of Gray's Inn, Barrister-at-Law. Effingham Wilson. 4s. net.

Correspondence.

Newspapers and Contempt of Court.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Current events render it of interest to recall the fact that at one time magistrates had power to prevent the publication of any part of the proceedings. This very clearly appears from the report in *The Times* of the proceedings before the magistrates, when Thurtell, Probert and Hunt were being committed for the murder of Mr. Weare—the centenary of the case was commemorated at Radlett about six months ago. The following is copied verbatim from *The Times*, 31st October, 1823:—

"Mr. Noel (the prosecuting solicitor) said that the magistrates had prohibited the publication of the confession (Hunt's) and the reporter if he persisted in his determination would be acting in contempt of the King's Bench. It had been decided long ago, and over and over again, that magistrates had the power to order a reporter to quit the place in which the examination was held; and, if he was suffered to remain, they had the power to prohibit the publication of any part of the proceedings."

Even though magisterial proceedings have become altered by the Indictable Offences Act, 1848, and have entirely ceased to be inquisitorial, as before that date, it is difficult to see how these powers of the magistrates are in the least affected. The power of preventing the publication of evidence is not an inquisitorial power. In the facts of *Thurtell's Case*, Hunt's confession was taken from *The Times*' reporter by coercion; but the paper got another copy from Thurtell's solicitor and published it the next morning. This led to Mr. Justice Park postponing the trial for a month; an interesting circumstance which is, however, foreign to the purpose of this letter. The question arises, where are the repeated decisions that the magistrates may order a reporter to quit the court and prevent publication of any part of the evidence? *Thurtell's Case* is a direct authority for the power of the magistrates to compel a newspaper to give up a manuscript relative to magisterial proceedings. *The Times* cast doubt upon the existence of the decisions referred to by the prosecuting solicitor in *Thurtell's Case*; but it is pretty obvious that it knew nothing about it, and was very uneasy at the possibility that there were such decisions. It is submitted that, on the preponderance of probabilities, such decisions exist; and it seems clearer that, if subsisting, they are valid. Moreover, *Thurtell's Case* is a direct authority. In the matter of a Special Reference from the Bahama Islands, 1892, A.C. 138, it was held that the Chief Justice of a colony could not require a newspaper to surrender a manuscript; but in that case there was no contempt of court; though the case is cited in Oswald, 3rd ed., p. 97.

N. W. SIBLEY, B.A., LL.M.

Liverpool.

Constantinesco *v.* British Empire Exhibition (1924) Incorporated.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In view of the reference to this action on p. 641 of your last issue, it will doubtless interest your readers to know that the Society of Motor Manufacturers and Traders immediately after the hearing of the action withdrew their objection to the exhibition of the chassis containing Mr. Constantinesco's torque converter, provided the road wheels were removed. This condition was accepted by Mr. Constantinesco, and the chassis was placed on exhibition in the Palace of Engineering the same evening.

BRISTOWS, COOKE & CARPMAEL.

1 Copthall Buildings, E.C.2,
26th May, 1924.

[We are obliged to our correspondents for their letter.—ED., *S. J.*]

CASES OF THE WEEK.

House of Lords.

OFFICIAL RECEIVER AND LIQUIDATOR OF JUBILEE COTTON MILLS, LIMITED *v.* LEWIS. 9th May.

COMPANY—PROMOTER—SALE TO COMPANY—ALLOTMENT OF SHARES—SECRET PROFIT—NO STATEMENT IN LIEU OF PROSPECTUS—EXISTENCE OF COMPANY.

A promoter made a secret profit out of the shares allotted to him by the company. His defence (inter alia) *to a misfeasance summons was that the shares were allotted before any statement in lieu of a prospectus was filed under s. 82 of the Companies (Consolidation) Act*, 1908, *so that the allotment was void.*

Held, that whether or not the allotment was void the promoter had in fact made a secret profit out of the shares for which he was accountable to the liquidator.

This was an appeal from an order of the Court of Appeal (67 SOL. J. 62) reversing a decision of Astbury, J. The company was incorporated in 1920 to acquire and carry on a cotton mill. The memorandum and articles of association were accepted and retained by the registrar on 6th January, 1920, but the certificate, though purporting to be dated on that date, was not in fact signed by the registrar until 8th January, 1920. On 6th January, 1920, the company, before filing any statement in lieu of a prospectus, as required by s. 82 of the Companies (Consolidation) Act, 1908, proceeded to allot a large number of fully-paid shares and debentures to the vendor as ostensible consideration for the purchase. A large number of these shares went to the respondent Lewis, and by means of unloading he obtained a considerable sum for them. The company was subsequently ordered to be wound up compulsorily, and on a misfeasance summons taken out by the liquidator, Astbury, J., ordered the respondent to pay to the liquidator a sum of £35,000 odd in respect of secret profits alleged to have been made by him as promoter. On appeal this decision was reversed, the majority of the Court holding that the allotment of the shares was void on the ground that it took place before a statement in lieu of a prospectus had been filed, and therefore there was nothing for which the liquidator could require the respondent to account. The liquidator now appealed to this House.

Lord FINLAY said the first question was whether Lewis was a promoter of the company. If he was, he stood in a fiduciary position, and would be liable to account to the company for any secret profit made by him on the purchase. No doubt the leading part in the promotion of the company was taken by Hooley, but the fact remained that Lewis took part in the promotion, and the fact that Lewis was himself one of Hooley's victims could afford no answer. An attempt was made to exonerate Lewis on the ground that the company which he intended to promote was to have been a company of a different type from that which in fact came into existence. But if the company proved not to be what he had authorised he should have withdrawn from the enterprise and not have stayed on as a promoter of the company. Lewis as a promoter was, therefore, liable to the company for the amount of any secret profit made by him on the sale by him of the 75,000 shares which he took. It was suggested that the profit was not secret, but it was not easy to see how the knowledge of accomplices would help the case of the respondent. The profit made by Lewis must be treated as secret, and therefore the property of the company. There remained the question what should be the measure of liability of the respondent. It was contended that the issue of these shares was void and that the

shares were therefore worthless. This was put on two grounds. First that there was no prospectus, and therefore that no shares could be issued until a statement in lieu of prospectus had been filed under s. 82 of the Companies (Consolidation) Act, 1908. But it was not necessary in the present case to determine what was the effect of the issue of shares in contravention of s. 82. Lewis got from the company the power of disposing of these shares, and as between the company and himself any profit which he made by disposing of them would belong to the company. His power of disposing of these shares was acquired by way of a secret profit and for any price which was obtained for them he would be accountable to the company. Whatever flaw there might be in the shares that could not justify him as against the company in keeping for himself what he had realised by disposing of them. The possibility of conflicting claims could not justify him in retaining it for himself. The second ground urged on behalf of Lewis was that the company was incorporated on the same day that the allotment was made, and that there was nothing to show that the allotment was made before incorporation, and that any allotment before incorporation must be void. The answer to the first objection applied equally to this second objection. Even assuming that allotment took place before incorporation, and was therefore a nullity, that would not entitle Lewis to retain as against the company the price he received for shares which he sold as having been validly issued by the company. Only one point remained. The price was made up partly of money and partly of shares in other companies, and the price for which Lewis was liable was the shares at their real and not their nominal value.

The other noble and learned lords (Lords BIRKENHEAD, DUNEDIN, SUMNER and CARSON) concurred.—COUNSEL: *Luxmoore*, K.C., and *Wallington*; *Fortune*. SOLICITORS: *Cohn, Seligman & Bax*; *Grundy, Kershaw, Samson & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

KELLY *v.* **BARRETT.** No. 1. 14th and 15th May.

RESTRICTIVE COVENANT—BUILDING AGREEMENT—SALE OF PLOTS OF LAND FOR BUILDING SUBJECT TO RESTRICTIONS—COVENANT TO USE HOUSES AS PRIVATE DWELLING-HOUSES ONLY—BREACH OF COVENANT—NURSING HOME—RIGHT TO ENFORCE COVENANTS—ABSENCE OF DEFINITE BUILDING SCHEME.

The owner of land who had laid out a new road through it entered into a building agreement in 1877 *containing restrictive stipulations binding on purchasers, one being that all houses to be built were to be used as private dwelling-houses only. The estate was not then divided into any defined plots, but the builders so divided it and built houses which were conveyed to purchasers. One of the original purchasers and the successor in title of the vendor brought an action to restrain the user of two houses as a nursing home.*

Held, that the agreement did not create any building scheme within the definition in Elliston *v.* Reacher, 1908, 1 Ch. 374, *so that a purchaser could not enforce the covenants.*

Held also, that the interest of the vendor's successor which was confined to the subsoil of the road was not such an interest in the land that the benefit of the covenant could run with it.

Decision of Tomlin, J., *affirmed.*

Appeal from a decision of Tomlin, J., dismissing an action to restrain the use of two houses as a nursing and maternity home in breach of restrictive covenants. In or about 1877, Sir Spencer Maryon-Wilson, who owned a considerable area of land at Hampstead, laid out Fitzjohn's Avenue as a new road, and by an agreement of 14th May, 1877, agreed to sell to Herbert Kelly and the plaintiff Edward Kelly certain blocks of land on each side of the road for building purposes to be conveyed to them or their nominees as required, subject to a number of building stipulations and restrictions, one of which was that all houses to be built were to be used as private dwelling-houses only. At that date the land was not divided into plots; this was done by the Kellys later. Some twenty-eight plots were conveyed in and after 1880 to the Kellys, and the remainder to sub-purchasers from them, all the conveyances being in a model form. Nos. 40 and 42, Fitzjohn's Avenue, were conveyed to the Kellys and by them to different purchasers in 1880 and 1881, the purchasers covenanting to observe the conditions and stipulations. Both these houses had since become vested in the defendant, who had removed the dividing fence between the front and back gardens, and was using the houses as a nursing and maternity home. This action to restrain such use was brought by Edward Kelly as the owner of a number of plots and as trustee under the will of Herbert Kelly, and by Sir Spencer Maryon-Wilson, tenant for life under the will of his father, the original vendor, of 1877, who, however, had sold all the land entitled to the benefit of the covenants except the subsoil of the road, Fitzjohn's Avenue, the surface of which had long since been taken over by the local authority. Tomlin, J., held that the evidence did not support the existence of a building scheme on defined plots over a certain area, and that Sir Spencer Maryon-Wilson had not now such an interest in the estate as would entitle him to enforce the covenants against a sub-purchaser from the Kellys. Even if he had, however, it would not be right to grant an injunction, and there was no damage. He dismissed the action, with costs. The plaintiffs appealed.

The COURT dismissed the appeal.

POLLOCK, M.R., having stated the facts shortly, said that before Tomlin, J., it was attempted to show that there was in fact a building scheme binding on all purchasers at subsequent sales, but that claim failed for want of sufficient evidence. But the plaintiffs appealed on two other points, and the first was whether or not the present plaintiffs were entitled to restrain the defendant from using the premises otherwise than as a private dwelling-house as being a purchaser with notice of restrictive covenants, and whether from the facts and circumstances of the case the court ought not to draw the inference that a building scheme was in existence. As was said by Joyce, J., in *Reid* v. *Bickerstaffe*, 1909, 2 Ch. 305: "In order that the covenants may confer mutual rights and impose a similar burden on all, it is not necessary to find any express contract by the vendor or the several purchasers. It may be collected or inferred from the nature of the transaction." That only carried out the doctrine of Sir Alfred Wills in *Nottingham Patent Brick and Tile Company* v. *Butler*, 15 Q.B.D. 261; 2 T.L.R. 391; 16 Q.B.D. 778. Therefore if there was evidence from which such a scheme could be inferred, it did not fail because it was not defined in express terms. There were several cases which showed what must be established in order that a scheme might be inferred. In *Spicer* v. *Martin*, 14 App. Cas. 12, Lord Macnaghten said that the doctrine of *Renals* v. *Cowlishaw*, 9 Ch. D. 125; 11 Ch. D. 866, was not to be extended. The law was stated by Lord Collins in *Rogers* v. *Hosegood*, 16 T.L.R. 489; 1900, 2 Ch. 388, at p. 407, where he said in delivering the judgment of the court: "These authorities establish the proposition that when the benefit has been once clearly annexed to one piece of land it passes by assignment of that land, and may be said to run with it in contemplation as well of equity as of law, without proof of special bargain or representation on the assignment. In such a case it runs not because the conscience of either party is affected, but because the purchaser has bought something which inhered in or was annexed to the land bought." Then in *Elliston* v. *Reacher*, *supra*, Lord Parker (then Parker, J.) laid down, at p. 384, four essential conditions which must be fulfilled in order to establish the existence of a building scheme. The first two were: "(1) that both the plaintiffs and the defendants derive title under a common vendor; (2) that, previously to selling the lands to which the plaintiffs and defendants are respectively entitled, the vendor laid out his estate or a defined portion thereof (including the lands purchased by the plaintiffs and defendants respectively) for the sale in lots subject to restrictions intended to be imposed on all the lots, and which, though varying in details as to particular lots, are consistent, and consistent only with some general scheme of development." In one or two subsequent cases, particularly *Reid* v. *Bickerstaffe*, *supra*, a little more had been added. Not only must the area be defined, but the obligations to be imposed within that area must be defined. The lots must be defined, and the persons on whom the burden was placed must have some sort of knowledge of the persons as regards their ownership of the lots, to whom they were bound. Applying the law as stated by Parker, J., to the facts of the present case, he (his lordship) could not see that there had ever been a laying out of an estate by Sir Spencer Maryon-Wilson such as would satisfy the second condition. It was true that any houses built were not to be less than a certain money value, but there was no number of houses fixed, no general planning, and no sufficient detail or finality. Even stating the terms of the agreement of 1877 at their highest, could it be said that they were "consistent, and consistent only with some general scheme of development?" It was quite clear that it must be proved that each purchaser took his land with notice of the covenant, and there must be mutuality between the persons to be bound and the vendor. It was on that point, the second condition stated in *Elliston* v. *Reacher*, *supra*, that the plaintiff's case really failed. There was no system of reciprocal rights, and therefore no just inference of a scheme to be drawn from the agreement. The judgment of Tomlin, J., was correct, therefore, on this point. The third point was a wholly different one. It was said that, apart from any scheme, Sir Spencer Maryon-Wilson was entitled to enforce the covenants as the assignee of his father with whom they were made. But he could only do so if he retained some interest in the estate to which the covenants could attach. The present plaintiff only had an interest in the subsoil of the streets which were originally part of the estate and which had been taken over by the local authority. He had no interest in the surface or such part of the subsoil as the local

authority might require for the exercise of its statutory powers; all he had was something which might be of value if the streets should cease to be streets. That interest was too remote to carry the right to enforce those restrictions, and Tomlin, J.'s decision on that point was quite right. On the question of damages or injunction it was unnecessary to add anything.

WARRINGTON and SARGANT, L.JJ., delivered judgment to the same effect, the former referring to *Osborne* v. *Bradley*, 1903, 2 Ch., at p. 453, and the latter observing that the configuration of the land comprised in the agreement showed how ill-adapted it was to a building scheme.—COUNSEL: *Greene*, K.C., and *Baden Fuller*; *Grant*, K.C., and *W. F. Swords*. SOLICITORS: *Linklaters and Paines*; *Scott, Ball & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

STRICKLAND *v.* **PALMER.** No. 2. 21st May.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—INCREASE OF RENT AND INCREASE OF RATES—SUBSEQUENT REDUCTION OF RATES—CORRESPONDING REDUCTION OF RENT—ACTION TO RECOVER RENT—APPEAL FROM COUNTY COURT—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, 10 & 11 Geo. 5, c. 17, s. 2 (1) (*b*) (6).

The provisions of s. 2 (6) *of the Increase of Rent and Mortgage Interest* (*Restrictions*) *Act*, 1920, *which preclude parties from appealing from the decision of the County Court in certain events, do not deprive a party of his right to appeal in proceedings for the recovery of rent alleged to be due. To bring the matter within s-s.* (6), *there must be an application either by the landlord or by the defendant to the County Court. The mere fact that a tenant, who is a defendant in an action for the recovery of arrears, raises, by way of defence in the action, questions under s-s.* (1), (2) *and* (3) *of s.* 2 *of the Act of* 1920 *is not sufficient to bring the case within s-s.* (6).

By s. 2, *s-s.* (1) (b), *of the Act of* 1920: "*The amount by which the increased rent of a dwelling-house to which this Act applies may exceed the standard rent shall, subject to the provisions of this Act, be as follows, . . .* (b) *An amount not exceeding any increase in the amount for the time being payable by the landlord in respect of rates . . .*" *Where the rent of a dwelling-house within the Act of* 1920 *has been increased under the sub-section to correspond with the amount of an increase of the rates payable by the landlord, and the amount of the rates payable by the landlord is afterwards reduced, the rent recoverable by the landlord must be reduced by an amount corresponding to the amount of the reduction in the rates then payable by the landlord in respect of the dwelling-house.*

Decision of the Divisional Court on this point (68 SOL. J. 479) *reversed.*

Appeal from the Divisional Court (68 SOL. J. 479) who reversed a decision of the Judge of the Wandsworth County Court.

The plaintiff, Mr. Reginald William Strickland, who was the landlord of a dwelling-house at Foxbourne-road, Upper Tooting, brought an action in the county court, to recover from the defendant, Mrs. Mary Palmer, the tenant, a sum of £4 7s. 6d. arrears of rent. The defendant denied liability on the ground that although the rent had been validly increased on account of increase of rates, there had been a reduction of rates since the rent was validly increased, but there had been no corresponding reduction in the rent. The tenant contended that the rent ought to have been reduced when the rates were reduced.

By s. 2, s-s. (1), of the Increase of Rent and Mortage Interest (Restrictions) Act, 1920, "the amount by which the increased rent of a dwelling-house to which this Act applies may exceed the standard rent shall . . . be as follows . . . (*b*) An amount not exceeding any increase in the amount for the time being payable by the landlord in respect of rates over the corresponding amount paid in respect of the yearly, half-yearly, or other period which included the third day of August, 1914, or in the case of a dwelling-house for which no rates were payable in respect of any period which included the said date, the period which included the date on which the rates became payable thereafter." The figures were agreed, but the defendant, the tenant, pleaded that the alleged arrears were not due on the ground that since the landlord had increased the rent of the dwelling-house under s. 2, s-s. (1) (*b*), of the Act of 1920, in consequence of increased rates payable by him in respect of the said dwelling-house, there had been a reduction of the rates payable by the landlord on the dwelling-house in question. In June, 1921, the landlord served on the tenant a notice of increase of rent under various headings, which included an increase under para. (*g*) of s-s. (1) of s. 2 in respect of an increase in the amount for the time being payable by the landlord in respect of the rates. In December, 1921, there was a reduction in the amount of the rates payable by the landlord in respect of the dwelling-house, and the tenant claimed that whereas the landlord had made an increase of the rent to correspond with an increase of rates, he was bound, when the rates were reduced, to reduce the rent in proportion to the reduction of the rates payable by him in respect of the dwelling-house. The county court judge decided in favour of the tenant's contention. On appeal to the Divisional Court, a preliminary point was taken that, having regard to s-s. (6) of s. 2 of the Act of 1920 no appeal lay to the High Court, because by that sub-section "any question arising under s-s. (1), (2), or (3) of this section shall be determined . . . by the County Court, and the decision of the court shall be final and conclusive." The Divisional Court held, (1) that an appeal lay to the High Court, because the proceeding was an ordinary common law action for arrears of rent of premises to which the Rent Restrictions Acts applied; and (2) that the Act gave the landlord the right to increase the rent to correspond with an increase of rates payable by the landlord in respect of the dwelling-house, but there was no provision in the Act enabling the tenant, on the happening of any contingency, such as the reduction of rates, to go to the County Court and apply that the rent be reduced, nor was there any provision to decrease the rent automatically with the fall in the rates, nor was there any provision for determining the implied new tenancy created by the increase of rent permitted in respect of the increase of rates. The landlord was therefore not bound to reduce the rent on a fall in the rates.

The tenant appealed to the Court of Appeal.

BANKES, L.J. The appeal in this case is in respect of a small amount of money, but it raises a question of considerable difficulty and importance, and I am afraid that the decision which we are about to give may cause some confusion in many cases, but we must decide the question according to law, which means according to the construction which ought to be placed on the statute. The landlord sued the tenant for £4 7s. 6d., which the tenant said was in excess of the rent which the landlord was entitled to recover under the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. The rent had been raised, after due notice, because of an increase in the rates, and the tenant claimed that as the rates were subsequently reduced, the landlord was under an obligation to make a corresponding reduction of the rent. The matter came before the county court judge, who decided in favour of the tenant. On appeal by the landlord to the Divisional Court, two points were taken by the tenant: (1) that in any event, the decision of the county court judge was final and conclusive, and there was no appeal from it, and (2) assuming that there was an appeal, that, in this case, the view taken by the county court judge was correct. The Divisional Court, on the first point, decided against the tenant's contention, and in that decision I agree. The matter turns on s-s. (6), of s. 2 of the Act of 1920, which provides that: "Any question arising under s-ss. (1) (2) or (3) of this section shall be determined on the application either of the landlord or the tenant by the county court and the decision of the court shall be final and conclusive." That sub-section refers to applications either by a landlord or a tenant, and rules have been made under the Act providing for the procedure under which such applications can be brought before the county court. In this case there was nothing in the nature of an application by the landlord or the tenant to the county court within the meaning of the sub-section. The tenant was merely a defendant in the action, and the case does not come within the sub-section at all. I say nothing about what the effect of the rules may be if either the landlord or the tenant bring an application to the county court under the sub-section, but in this case the sub-section has no application. The second point is whether the county court judge was correct in his view of the construction of s. 2, s-s. (1) (*b*). The contention for the defendant was that the rent claimed by the landlord exceeded by £4 7s. 6d. the amount permitted under s-s. (1) of s. 2. It was argued for the tenant that s-s. (1) provided that if the increased rent exceeded the standard rent by more than the amount permitted by the Act, the landlord could not recover the excess, and that the only permitted increase applicable was that under para. (*b*), which permitted the rent to be increased by "an amount not exceeding any increase in the amount for the time being payable by the landlord in respect of rates . . ." The tenant, therefore, claimed that, although the increase of rent as originally made in this case, was a permitted increase, having regard to the amount of the rates then levied and payable by the landlord, yet when the rates were reduced, the rent ought to have been reduced by the amount of the reduction in the rates, because unless the landlord reduced the rent by the amount of the reduction in the rates, the landlord was seeking to recover an increase of rent which was no longer permitted by the Act. The landlord, on the other hand, contended that the rent once increased was increased for all time, and that there was no machinery enabling the county court judge to reduce it in the event of a reduction in the rates. There are, of course, provisions in the Act for increases of rent which indicate that increases of rent under certain heads, when once made, are to be permanent increases, but in the provisions dealing with such increases of rent, there were no words corresponding to the words found in para. (*b*) of s-s. (1) of s. 2 dealing with the increase of rent to correspond with

an increase of rates. The words found there indicate an increase by a definite and defined amount, not a percentage. Having regard to the language of that paragraph, one could come to no other conclusion than that whenever the landlord claimed to recover a rent which was increased over the standard rent, he must show that the increased rent did not include an increase in respect of an increase of rates in excess of the amount of the increased rates then payable in respect of the demised premises. If that is so, it follows that the view taken by the county court judge is correct. It has been contended that that was never the intention of the Legislature, but that it was the intention that rent once increased should continue. Section 7 of the Rent and Mortgage Interest Restrictions Act, 1923, shows conclusively that that was not the intention of the Legislature, because that section permitted an additional increase of rent to be made where the tenant had sub-let part of his dwelling-house. It is inconceivable that that increase should continue to be permitted, except during the time of the continuance of the sub-letting. On this part of the case, I therefore agree with the view of the county court judge, and I am not able to agree with the view of the Divisional Court, which was, in substance, that where there had been an increase of rent and a notice to quit, a new statutory tenancy was created between the landlord and the tenant, in which the tenant agreed to pay the permitted increase, and he was under an obligation to continue to pay it, regardless of the fact that there might be reason for saying that the grounds upon which the rent was increased had ceased to exist. The language of the paragraph in reference to increase of rent depending on increase of rates is plain, and must be given effect to. Such increases are only permissible to the extent to which the rates are from time to time increased. If, therefore, the original increase in respect of rates was, say, 10s. in the £, if the rates are subsequently reduced the increased rent must be reduced in proportion. The appeal must be allowed, with costs, and the judgment of the county court judge restored.

SCRUTTON and ATKIN, L.JJ., delivered judgments to the same effect. Appeal allowed. COUNSEL: *C. F. Entwistle*; *Lancelot S. Fletcher*, and *E. T. Rhymer*. SOLICITORS: *Bono & Nimmo*; *W. H. House*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

THE "SAXICAVA." No. 2. 13th February.

PRACTICE — ACTION — NOTICE OF COUNTER-CLAIM — DISCONTINUANCE OF ACTION—COUNTER-CLAIM NOT PLEADED—"SETTING UP"—JUDICATURE ACT, 1873, 36 & 37 Vict. c. 66, s. 24—R.S.C. ORD. 19, r. 3—ORD. 21, rr. 10, 16.

By R.S.C. Ord. 21, *r.* 16, "*If, in any case in which the defendant sets up a counter-claim, the action of the plaintiff is stayed, discontinued, or dismissed, the counter-claim may nevertheless be proceeded with.*"

Held, that Ord. 21, *r.* 16, *refers to a setting up in the pleadings or some proceeding whereby the counter-claim became part of the record of the court or something which was filed in the court. Mere notice in the correspondence between the parties of a desire on the part of the defendant to set up a counter-claim is not sufficient to "set up" a counter-claim within the rule.*

Appeal from a decision of Duke, P., on a summons adjourned into court for argument. On 12th September, 1923, a collision took place between a Greek steamship, the "Despina," belonging to the plaintiffs, and the steamship "Saxicava," belonging to the defendants, the Anglo-Saxon Petroleum Company Limited. On the following day the plaintiffs instituted an action *in rem* in the Vice-Admiralty Court at Gibraltar, but they afterwards withdrew it. On 14th September, the defendants issued a writ *in rem* in this country against the plaintiffs, the owners of the "Despina," but as the "Despina" had been sunk and her owners were foreigners, the action was not proceeded with. On 17th September the owners of the "Despina" and her master, officers and crew, issued a writ *in personam* in this country in the action against Anglo-Saxon Petroleum Company. In this action the plaintiffs, the owners of the "Saxicava," desired to set up a counter-claim and gave notice of their right to maintain a counter-claim. The plaintiffs' solicitors knew that the defendants intended to put forward a counter-claim, but on 5th January, 1924, the plaintiffs filed a notice of discontinuance of the action. The defendants then took out a summons for an order that the plaintiffs should be ordered to file their preliminary act, so that the counter-claim might be preserved and proceeded with. The assistant registrar refused to make any order. The President held that the correspondence between the parties giving express notice of the intention to counter-claim was not sufficient to "set up" a counter-claim within the meaning of the rules. He dismissed the appeal, but gave leave to appeal to the Court of Appeal. The defendants appealed.

The COURT (BANKES, SCRUTTON and SARGANT, L.JJ.) dismissed the appeal. The right of setting up a counter-claim was derived from the Judicature Act, 1873, s. 24. But the effect of the discontinuance of the action was to remove the plaintiffs from the proceedings and the defendants' counter-claim came no longer within s. 24 of the Judicature Act, 1873. Special rules were made to deal with the matter in which the words "set up" were used in a different sense according to the subject-matter to be dealt with. The words "set up" referred to some step in some proceeding recognised or directed by the rules. There must be a setting up in the pleadings or some step in a legal proceeding, whereby it became part of the record of the court or something which was filed in the court, in order to constitute a "setting up" within the meaning of Ord. 21, r. 16. Appeal dismissed.—COUNSEL: *W. N. Raeburn*, K.C., and *G. P. Langton*; *C. R. Dunlop*, K.C., and *Balloch*. SOLICITORS: *Waltons & Co.*; *W. A. Crump & Son*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

COMPANIA MERCANTIL ARGENTINA *v.* UNITED STATES SHIPPING BOARD. No. 2. 25th March.

INTERNATIONAL LAW—FOREIGN SOVEREIGN—FOREIGN GOVERNMENT DEPARTMENT—TRADING ACTIVITY—IMMUNITY FROM PROCESS—PRIVILEGE NOT WAIVED—PROCEEDINGS *in Personam*—SUBMISSION TO ARBITRATION.

The defendants, the United States Shipping Board, were a department of the Government of the United States. They owned a fleet of vessels which were exclusively used in private trading. In October, 1920, *the plaintiffs chartered one of the defendants' vessels. Subsequently, the plaintiffs alleged that they had made overpayments of freight and brought an action to recover the same from the defendants. The defendants moved to set aside the writ on the ground that they were a sovereign body, being a department of the United States of America and therefore could not be sued in the English Courts.*

Held, that the mere fact that their ships were exclusively used in private trading did not render them liable to process in England, and there was no waiver of their immunity by reason of their mere submission to arbitration.

Appeal from a decision of Roche, J., in chambers.

The plaintiffs' claim in the action was for the return of freight overpaid. They were a Dutch company, and sued as the assignees of the consignees of cargo carried on board a ship, belonging to the defendants, to Cadiz. The defendants were, according to a certificate of the American Ambassador, and an affidavit of a Mr. Gregory, legal advisor to the defendants, a Department of State of the United States of America, administered by commissioners nominated by the President of the United States. The defendants owned a large mercantile fleet which was used for ordinary commercial purposes in pursuance of the United States Shipping Act of 1916 which was passed with the object of creating and developing an auxiliary and naval reserve and a merchant marine to meet the requirements of the commerce of the United States. In October, 1920, the plaintiffs chartered the "Onekama," one of the defendants' ships, to carry a full cargo of maize from Montevideo to ports in Spain. By the bill of lading the freight was payable fifty per cent. on the signing of the bill of lading, and the balance in cash at the current rate of exchange for bankers' sight bills on New York on the delivery of the cargo. On the arrival of the ship at her port of discharge, questions arose with regard to the rate of exchange, and the plaintiffs, in order to prevent her detention by the weighing of the cargo as it was discharged, agreed to pay freight on the bill of lading quantity on their receiving an undertaking that any overpayment of freight should be refunded. By the terms of the charter-party any dispute as to freight was to be settled by arbitration. The plaintiffs subsequently claimed that they had made overpayments of freight, and alleged (1) that the bill of lading weight exceeded the weight of the cargo actually delivered, and (2) that they had paid at the wrong rate of exchange. A dispute having arisen, they claimed to refer the matter to arbitration, and, on 23rd March, 1922, they gave the defendants notice that they had appointed a Mr. Fawcett as their arbitrator. The defendants, in reply, notified the plaintiffs that they had appointed a Mr. Newson to act as arbitrator on their behalf. The defendants subsequently refused to proceed with the arbitration, and, on the action being brought by the plaintiffs, the defendants entered a conditional appearance to the writ and applied to the Master in Chambers to set aside the writ on the ground that they were a Sovereign body, being a Department of the Government of the United States of America, and, therefore, could not be

sued in the English Courts. The Master set aside the writ and his order was affirmed by Mr. Justice Roche at Chambers. The plaintiffs appealed.

BANKES, L.J.: In my opinion this appeal fails. The action is an action brought against the United States Shipping Board, and it is brought to recover a sum of money which is said to have been overpaid in respect of the freight of a vessel called the "Onekama," which was chartered by the plaintiffs under a charter-party made by J. E. Turner and Company for and on behalf of the owners. It is said for the appellants, that the United States Shipping Board were the owners of that vessel, and the appellants contend that in a case where an action is brought *in rem* against the vessel, and it can be shown, or, rather, is not shown that the vessel is the property of some Sovereign or Sovereign State, and was not a public vessel, then the principle that the Sovereign or someone acting for the Sovereign is immune from proceedings does not apply. But, with submission, when the matter is looked into in this case it does not seem to me that the question arises at all. The question as to whether the vessel was or was not employed in private trading really does not arise in a case such as this where proceedings are taken *in personam*, and it is established to the satisfaction of the court that the body against whom the proceedings are taken is a body representing a Sovereign State. Upon that point we have as information the affidavit of Mr. Gregory, who says that "The commissioners constituting the United States Shipping Board are, as provided by the said Acts, nominated by the President of the United States by and with the advice and consent of the Senate, and no private interests of any kind are administered by the Board which is solely an executive branch of the Government of the United States constituted for the purpose of acquiring and controlling a mercantile marine fleet in the interests of the State"; and, in addition to that, we are now furnished with a certificate by the American Ambassador, in which he says: "The United States Shipping Board is not a corporation or partnership but is solely a Department of the State, and is administered by commissioners nominated by the President of the United States by and with the advice and consent of the Senate as directed by the Acts of Congress hereinbefore mentioned." The law as applicable to this particular class of action is, I think, stated fully and correctly and at length by Wills, J., in *Mighell* v. *Sultan of Johore*, 1894, 1 Q.B. 149, at p. 153. [His lordship quoted from the judgment and proceeded:—]When the matter was discussed in this court in the *Porto Alexandre*, 36 T.L.R. 66; 1920, P., 30, it is stated in the report of that case that Hill, J., said that: "In his view the law as laid down in *The Parlement Belge*, *supra*, was that a Sovereign State could not be impleaded either by being served *in personam* or indirectly by proceedings against its property"; and that is the view I took and take of that decision. And when Scrutton, L.J., refers to Mr. Dunlop's admissions in argument in reference to *The Parlement Belge*, *supra*, that the trading on the part of a Sovereign does not subject him to any liability to jurisdiction, I venture to think Mr. Dunlop was quite right, and there is no authority anywhere to be found that the mere fact that a Sovereign is engaging in some private trading business subjects him to the processes in the courts of a foreign country. And that is all that is said in reference to these defendants. Then it is said that the defendants had waived the immunity by agreeing to arbitration. With submission to that argument, my opinion is that it requires a great deal more than a submission to arbitration to amount to a waiver of immunity of the Sovereign when he is sued in a court of law *in personam*; and I think, as was pointed out in the *Sultan of Johore's Case*, *supra*, the question of waiver arises when the question of immunity is raised and can be challenged. The fact that the United States Shipping Board here were willing, at any rate, for a time, to proceed to arbitration does not seem to me to touch the question that that waived their immunity from process by their action. For these reasons, I think, the appeal should be dismissed, with costs.

WARRINGTON, L.J., and EVE, J., agreed.—COUNSEL: *W. A. Jowitt*, K.C., and *Van Breda*; *Dunlop*, K.C., and *Stenham*. SOLICITORS: *Richards & Butler*; *Thomas Cooper & Co.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

Mr. F. R. Maddox, the president, took the chair at the annual dinner of the London Association of Accountants, held on Tuesday at the Abercorn Rooms. Sir H. Slesser, K.C., Solicitor-General, in proposing the toast of "The London Association of Accountants," said there was no profession which had a more hopeful outlook than that of the accountant. Accountancy was constantly increasing, and he hoped the time would come when the bankruptcy laws would be so strengthened that it would be impossible to conduct any trade without the assistance of an accountant. The chairman, in reply, said the association formed the third largest body of accountants in the United Kingdom, and they were the first examining body and the largest accountancy educational body. Their membership totalled 2,600.

High Court—King's Bench Division.

EADIE *v.* COMMISSIONERS OF INLAND REVENUE.

Rowlatt, J. 26th March.

REVENUE—SUPER-TAX—HUSBAND AND WIFE—AGREEMENT TO LIVE SEPARATELY UNDER SAME ROOF—CONDITIONAL WEEKLY PAYMENT BY HUSBAND—ASSESSMENT TO SUPER-TAX—LIABILITY—INCOME TAX ACT, 1918, 8 & 9 Geo. 5, c. 40, All Schedules Rules, r. 16 (1).

In 1912 *a husband and wife entered into a contract by deed under which they agreed to live separately under the same roof. The husband undertook, so long as the arrangement continued, to pay to the wife the sum of* £30 *per week and the wife agreed to make certain payments towards the upkeep of the establishment. The arrangement came to an end in* 1923, *the husband having, however, ceased to live in the same house with his wife from* 1913 *onwards. The husband was assessed to super-tax in respect of the total amount of the weekly payments made by him under the above arrangement for the years ending 5th April,* 1919, *and 5th April,* 1921. *From those assessments he appealed.*

Held, that the husband was not assessable to super-tax in respect of the sums; that he and his wife were at the material time not living together; and that the appeal must be allowed.

Case stated by Commissioners for the Special Purposes of the Income Tax Acts. The appellant appealed against additional assessments to super-tax for the years ending 5th April 1919, and 5th April, 1921. By an indenture of the 9th December, 1912, made between the appellant and his wife, the appellant agreed that he would during the joint lives of himself and his wife as from the date thereof and so long as they continued to reside at a certain house, and so long as the wife performed and observed the covenants on her part thereinafter contained to pay to her the weekly sum of £30. The husband was to have the joint use of the house and to be entitled to occupy a separate bedroom there. The wife thereby undertook to make certain payments in relation to the upkeep of the establishment. The agreement was terminable by either party by giving six months' notice. In 1913 the husband went to live elsewhere, and thenceforward had no direct communication with his wife. Until 1921 he continued to pay to his wife the weekly sum of £30, and in June, 1921, he gave notice to her terminating the indenture at the end of that year. In 1922 a further deed was entered into, under the terms of which the husband and wife agreed to continue to live separate from each other, and under which the weekly payments were to be continued upon the conditions therein stated. By r. 16 of the All Schedules Rules contained in the Income Tax Act, 1918, it is provided: "A married woman acting as a sole trader, or being entitled to any property or profits to her separate use, shall be assessable and chargeable to tax as if she were sole and unmarried: Provided that—(1) the profits of a married woman living with her husband shall be deemed the profits of the husband, and shall be assessed and charged in his name, and not in her name or the name of her trustee." In arriving at the original assessments to super-tax made upon the appellant for the years ending 5th April, 1919, and 5th April, 1921, no sums were included in respect of the income of the wife, and a sum of £1,560 (representing the amount paid by the appellant to his wife under the deed of 9th December 1912) had been allowed as a deduction in each of the said years in arriving at the total income of the appellant for super-tax purposes. The additional assessments under appeal were made upon the

appellant in order to cover his liability in respect of the income of his wife and the sum of £1,500. The questions for the opinion of the court were (1) whether the appellant's wife was, during the years ending 5th April, 1919, and 5th April, 1921, a married woman living with her husband, and (2) whether the said sum of £1,500 formed part of the income of the wife of the appellant.

ROWLATT, J., delivering judgment, said that the husband and wife had lived in the house under the terms of the deed for some time and while so living, even in that abnormal artificial way, they were not, it seemed, living apart in the legal sense of the term. Then the husband went away and for the five years preceding the period to which the enquiry related he had resided elsewhere, but had continued to pay the £30 a week to his wife. In those circumstances it was perfectly clear that the wife was not living with her husband, for they had two separate homes and two separate addresses. A man might leave his wife to go on duty or for business purposes, or he might leave her for a time for purposes of pleasure, or she might leave him. In those cases, however, they still had their common home. But when they left each other because they could no longer tolerate living under the same roof, even under the terms provided by the deed, and remained thus for five years, it appeared to be playing with words to say that the wife was still living with her husband. On that point the answer must be in favour of the appellant. As to the further question whether the husband could deduct from his income the weekly sum of £30 paid to his wife, he could not do so if he was under no obligation to pay it, but merely sent it because he thought it was the right thing to do, or for some other reason voluntarily sent it week by week. That would be a way in which he chose to spend his money, and could not be an expense which went against his income. It was necessary to decide whether it was a payment of that kind or whether he was still obliged to send it. To ascertain that, it was necessary to look at the legal position between the parties. The deed provided that the husband and wife would, during their "joint lives" and so long as they "continued to reside" at the house in question pay the weekly sum. If continuing to reside had been meant as an absolute limit of time, the words "joint lives" would not have been inserted, because when they ceased to reside there their joint lives would be over, and the words "joint lives" would have been unnecessary. The arrangement appeared to govern their joint lives at the house in question and not elsewhere. But neither party was entitled, merely by leaving that house, to put an end to the obligation to perform the other parts of the agreement. Under the deed the husband was only to be at liberty to reside at and to have the joint use of the house. He went away, but continued to pay the £30 a week. If he had not paid he could not successfully have defended an action for the money if one had been brought against him. It could not have been argued with any hope of success, that in view of the fact that when provision was made in the deed for six months' notice as regards the termination of the agreement, the husband, by merely leaving, had brought about a state of facts under which the agreement did not exist. He continued to pay the money because he was legally compellable to do so and was under an obligation to do so. He was, therefore, entitled to deduct the amount. The appeal must be allowed.—COUNSEL: *Roland Burrows; Sir. H. H. Slesser* (Solicitor-General) and *Reginald Hills.* SOLICITORS: *Francis & Crookenden; Solicitor of Inland Revenue.*

[Reported by J. L. DENBOS, Barrister-at-Law.]

In Parliament.

House of Commons.

Questions.

LUNACY LAWS (COMMISSION).

Mr. COSTELLO (Huntingdon) asked the Minister of Health whether his attention has been called to the remarks of Lord Justice Scrutton in giving judgment in the case of *Harnett* v. *Bond* in the Court of Appeal; and whether he is now in a position to give the names of the proposed Royal Commission and to say when it will begin its sittings?

Mr. WHEATLEY: The reply to the first part of the question is "Yes." As regards the second part, I am not yet in a position to give the names, but I hope that the Commission will be appointed within the next few weeks. (21st May.)

CRIMINAL LAW.

Mr. MONTAGUE (Islington, West) asked the Home Secretary whether it is intended to advise the setting up of a Royal Commission to inquire into the consolidation and amendment of the various branches of the criminal law of England and Wales and to prepare draft Bills relating thereto, or, alternatively, to prepare a criminal code for England and Wales which shall amend as well as consolidate the criminal law?

Mr. HENDERSON: There is no intention at present to advise the setting up of such a Royal Commission.

LEGITIMACY BILL.

Mr. VIANT (Willesden, West) asked the Prime Minister whether the Government propose to proceed with the Legitimacy Bill which has come down from another place?

Mr. CLYNES: The Government would welcome a Second Reading being given to this Bill; but they regret that they cannot grant it any special facilities.

BANK AMALGAMATIONS.

Mr. DUNNICO (Consett) asked the Chancellor of the Exchequer whether, seeing that Treasury sanction has been given for the absorption of the Guernsey Commercial Banking Company by the Westminster Bank, Limited, and the absorption of Messrs. Child and Company by Messrs. Glyn Mills, he is aware that the organised labour movement of this country has placed on record its concern at the prospect of a huge bank trust; will he state on what grounds these amalgamations were approved of by the Advisory Committee; and if he will state, for the information of the House, the personnel of this committee?

Mr. SNOWDEN: I am aware of the fears to which the hon. Member refers, and as I stated the other day amalgamations of the larger banks are not likely to be viewed with favour. Of the two transactions mentioned in the question one was of quite minor importance and the other tends to strengthen an independent group outside the five big banks. The hon. Member may be assured that all applications for amalgamation are very carefully considered both by the Treasury and the Board of Trade and by the Advisory Committee, the members of which are Lord Inchcape and Lord Colwyn. (22nd May.)

LEASEHOLD ENFRANCHISEMENT.

Mr. WHITELEY (Durham, Blaydon) asked the Prime Minister whether it is the intention of the Government to bring in a Bill dealing with leasehold enfranchisement, to enable leaseholders to purchase the freehold estate and other outstanding interests affecting their property?

Mr. CLYNES: The answer is in the negative.

ADVERTISEMENT HOARDINGS.

Mr. HOFFMAN (Essex, South-Eastern) asked the Minister of Health if he has received requests from local authorities asking for powers to make it illegal to erect hoardings without the consent of the local authorities and for power to request the removal of existing hoardings deemed to be undesirable, and that definite rateable values be placed on such hoardings as are erected; and if he is prepared to consider favourably introducing legislation with these objects?

Mr. GREENWOOD: My r ght hon. Friend has received a number of such resolutions. The existing law provides for the rating of these hoardings, and a Bill now before the House contains additional provision for their control. The whole matter is being carefully considered. (26th May.)

TRUSTS AND COMBINES.

Mr. BAKER (Bristol, East) asked the President of the Board of Trade when it is proposed to introduce the Anti-Profiteering Bill which has been prepared?

Lieut.-Colonel Sir FREDERICK HALL (Dulwich) asked the President of the Board of Trade whether it is intended to introduce in the present Session a Bill to deal with trusts and combines; and whether the proposals contained in such Measure will have any effect on the estimated revenue from direct taxation for the present financial year?

Mr. WEBB: I am not at present in a position to make any statement on this matter.

Sir F. HALL: Is the right hon. Gentleman aware that the Parliamentary Secretary to the Board of Trade stated in Sheffield only a few days ago that the right hon. Gentleman and the Parliamentary Secretary had already produced a skeleton Bill on this subject; is it the intention of the Government to bring it forward?

Mr. WEBB: The matter is under consideration.

Bills Presented.

Factories Bill—"to consolidate, with amendments, the enactments relating to factories; and for purposes connected therewith": Mr. Henderson. [Bill 140.] (22nd May.)

China Indemnity (Application) Bill—"to make further provision for the application of money paid on account of the China Indemnity": Mr. Ponsonby. [Bill 141.]

Coal Mines Bill—"to explain Sub-section (2) of Section one of the Coal Mines Regulation Act, 1908, as amended by any subsequent enactment": Mr. Shinwell. [Bill 142.]

(26th May.)

Protection of Leaseholders Bill—"to protect leaseholders in respect of notices as to internal repairs": Sir Philip Pilditch. [Bill 144.]

Statutory Gas Companies (Electricity Supply Powers) Bill—"to facilitate the supply of electricity by statutory gas companies": Mr. Clarry. [Bill 145.]

PUBLIC OWNERSHIP OF NATURAL RESOURCES.

Mr. TURNER moved "That leave be given to introduce a Bill to restore to the nation all lands, minerals rivers, streams, and tributaries." Leave refused by 176 to 164. (27th May.)

Bills under Consideration.

21st May. Friendly Societies Bill (Lords). Considered in Committee, read the Third time and passed.

Auxiliary Air Force and Air Force Reserve Bill (Lords). On the motion of the Under-Secretary of State for Air, Mr. Leach, read a Second time and committed to a Standing Committee.

War Charges Validity (No. 2) Bill. Considered in Committee. On clause 1 (Validity of certain War charges and levies), Sir Herbert Nield moved in page 2, line 22, after the word "instituted" to insert the words—

"after the passing of this Act in respect of any claim not made before the thirty-first day of August, nineteen hundred and twenty-two."

The amendment, he said, proposed to raise the vital question which was the one question, above all others, upon this Committee stage, what was the date from which claims should be barred? An Indemnity Act was passed in 1920, which provided that no claim should be made against the Crown after the conclusion of the War, that is to say, after the 31st day of August, 1922 That was the date which he wished to insert in the Bill. Mr. Leif Jones and Mr. Jowett and others supported the amendment, which was opposed by the Attorney-General and the Chancellor of the Exchequer and rejected by 188 to 65.

The CHANCELLOR OF THE EXCHEQUER: Mr. Webb moved in page 2, line 38, to leave out paragraph (ii), and to insert instead thereof:—

"(ii) where any such proceedings were instituted before the first day of September, nineteen hundred and twenty-two, any order made therein for the payment of costs to the person by whom the proceedings were instituted shall continue to have effect and shall be treated as being an order for payment of costs as between solicitor and own client, and where any proceedings so instituted are pending at the date of the passing of this Act, the person by whom the proceedings were instituted shall, unless the Court or a Judge of the Court or the tribunal dealing with the case thinks just to order otherwise, be entitled to an order directing payment of his costs of the proceedings as between solicitor and own client."

This Amendment, he said, was in order to carry out the undertaking which he gave on the Second Reading of the Bill. In the course of the discussion,

Mr. Nesbitt said: I notice that there is no means whatever of fixing the amount which is to be paid. It is defined as being "solicitor and own client" costs; but there is great room for dispute, and I should like to call in the aid of the taxing masters. I should like to see inserted, after "payment of costs," the technical words which are well known to those who have experience of these matters: "Including payment of costs, charges and expenses as between solicitor and own client, to be taxed in case the parties differ." By "parties" I mean the Crown and the subject. If you have these words in, you will get a complete indemnity, but you will not be making the Government liable for any expenses which, perhaps, may be described as luxury expenses, such as might, for instance, be incurred by a client who wishes to obtain the services of the most expensive lawyers he can obtain, and has to pay the fees which those lawyers think they ought to be paid. Let the taxing master be the tribunal to decide what amount should be paid; let it be such an amount as the taxing master allows as being the costs, charges and expenses as between solicitor and own client in respect of claims for the making of which there was proper justification. I submit that suggestion for the consideration of the Attorney-General and of the President of the Board of Trade between now and the Report stage, when they are considering what precise words can be put in.

The Attorney-General accepted those words, and the clause, as amended, was added to the Bill and the Bill reported.

23rd May. Blind Persons Act (1920) Amendment Bill. On the motion of Mr. T. Henderson, read a Second time and committed to a Standing Committee.

Employment of Disabled Ex-Service Men Bill. On the motion of Mr. Pielou, read a Second time, and committed to a Standing Committee.

26th May. Education (Scotland) (Superannuation) Bill. As amended in the Standing Committee, considered, read the Third time, and passed.

Unemployment Insurance (No. 2) (Money). Considered in Committee under Standing Order No. 71A. Moved by the Minister of Labour, Mr. Shaw:—

"That for the purpose of any Act of the present Session to amend the Unemployment Insurance Acts, 1920 to 1924, it is expedient to authorise the payment out of moneys provided by Parliament—

(*a*) as from the date prescribed by the Minister of Labour, under Sub-section (2) of Section four of the Unemployment Insurance Act, 1923, as the date on which the reduced rates of contributions by employers and workmen are to come into force, of a contribution towards unemployment benefit and other payments to be made out of the Unemployment Fund at a rate not exceeding one-half of the aggregate amount of the contributions paid in respect of employed persons by themselves and their employers at the rates prescribed under the said Section;

(*b*) of such contributions in respect of employed persons of the age of fourteen or fifteen years as are now or may be hereafter be payable out of moneys provided by Parliament in respect of persons of the age of sixteen or seventeen years;

(*c*) of such contributions in respect of men of the Auxiliary Air Force undergoing training as are now or may hereafter be payable out of moneys provided by Parliament in respect of men of the Air Force while undergoing training."

Amendment to leave out para. (*b*) carried by 359 to 3 and remainder of motion agreed to.

War Charges (Validity) (No. 2) Bill. As amended, further considered.

Clause 1.—(Validity of certain War charges and levies.)

THE PRESIDENT OF THE BOARD OF TRADE (Mr. Webb): I beg to move, in page 2, line 38, after the word "proceedings," to insert the words—

"(not being proceedings the institution of which was barred by the Indemnity Act, 1920, or any other Act)."

The Amendment relates merely to costs. I gave an undertaking on a previous stage of the Bill that the Crown would indemnify the costs of those people, as I understood it, whose claims were barred by the Bill. The Amendment as already inserted in the Bill carried it out, but it was pointed out that possibly it was not in the most generous terms, and my right hon. Friend the Attorney-General undertook on the Report stage to see whether it could not be put in terms more generous. There is one question with regard to the date up to which costs should be paid. Our original proposal was that costs should be paid up to the date of the 1st September, 1922, that being the date given in the Indemnity Act, but in order to satisfy all possible grievances, it is proposed to pay costs with regard to suits that were instituted before 7th April, 1924, that is to say, last month. That is the date on which this House in Committee adopted the Money Resolution authorising the Bill, and I venture to think that that is a date which is very generous.

Sir HERBERT NIELD said he was perfectly prepared to accept the 7th April, as he believed that would cover all cases, and do justice between the parties.

Mr. WEBB: Perhaps I had better reply at once to the right hon. and learned Gentleman. We need not quibble about the words, but I have to be careful that no question arises in regard to the interval prior to or after the date of the proceedings that are covered by Clause 1, Sub-section (2), of the Indemnity Act of 1920. That is one point. Also I must point out, to be quite candid, this does not apply to any costs in the case of anyone who may have instituted a claim which is barred by the Indemnity Act to which I have just referred. The intention is that the Act should cover in the fullest possible sense all reasonable charges incurred in connection with proceedings. We have done our utmost to cover all the points in the best possible way which could be done. I should just like to point out, with the permission of the House, that in proceedings instituted during the last ten days—it must be obvious to the House—the people who started their suits within that time will not be included, though costs will go to the other suitors not already barred by the Indemnity Act.

Sir H. NIELD: I am very much obliged to the right hon. Gentleman, who has relied upon the definition in Sub-section (2) of Clause 1 of the Indemnity Act. The introduction of the words "incidental to" will, I apprehend, cover all the preliminaries in counsel's opinion, the drawing up of petitions, and so forth. I am quite agreeable to the statement that has just been made by the right hon. Gentleman.

Amendment agreed to.

Further amendment made: In page 3, lines 3 and 4, leave out the words "costs as between solicitor and own client," and insert instead thereof the words—

"all costs, charges, and expenses as between solicitor and own client of and incidental to the proceedings."—[*Mr. Webb.*]

Further amendments made and Bill to be read a Third time on Wednesday.

27th May. Finance Bill. Read a Second time and committed to a Committee of the Whole House.

ADMINISTRATION OF JUSTICE BILL.

Mr. NESBITT, who has been added to Standing Committee C to which this Bill has been committed, has given notice to move the following clause:—

[*Extension of power to make grants of probate and administration in district registries.*]—(1) The power of a district registrar to grant probate of a will or letters of administration may be exercised whether the testator or intestate, as the case may be, had or had not at the time of his death a fixed place of abode within the district of the registry, and accordingly the words "if it shall appear by affidavit of the person or some or one of the persons applying for the same that the testator or intestate, as the case may be, at the time of his death had a fixed place of abode within the district in which the application is made, such place of abode being stated in the affidavit," in section forty-six of The Court of Probate Act, 1857, shall cease to have effect.

(2) Notwithstanding anything in section sixty-three of The Court of Probate Act, 1857, it shall not be necessary to give notice of a caveat entered in the principal registry to the district registrar of the district, if any, in which it is alleged that the deceased resided at the time of his death unless the registrar of the principal registry thinks it expedient so to do.

(3) The provisions of this section shall have effect subject to such rules and orders as may be made by the President of the Probate Division in pursuance of section thirty of The Court of Probate Act, 1857, and shall come into operation on such date as the President, with the concurrence of the Lord Chancellor, may direct.

New Orders, &c.

The Patents Judge.

The Lord Chancellor has selected The Honourable Mr. Justice Tomlin to be the Judge of the High Court, to whom an appeal shall be made or a petition referred or presented under Subsection (2) of Section 92 of the Patents & Designs, 1907, in the place of The Honourable Mr. Justice Astbury, resigned.

District Registrars.

LIVERPOOL.

I, RICHARD BURDON VISCOUNT HALDANE OF CLOAN, Lord High Chancellor of Great Britain, in exercise of the powers conferred on me by Order LXIII, Rule 10, of the Rules of the Supreme Court, and of all other powers enabling me in this behalf, do hereby direct as follows:—

(1) The Registrars of the District Registry of the High Court at Liverpool shall keep the offices of that Registry open on the days on which the offices of the Supreme Court are required to be open.

(2) The office hours in the said District Registry office shall be as follows:—

On weekdays, except as mentioned below	10 to 4
On weekdays during August and September (except Saturdays)	10 to 2
On Saturdays	10 to 1

Dated the 5th day of May, 1924.

Haldane, C.

MANCHESTER.

I, RICHARD BURDON VISCOUNT HALDANE OF CLOAN, Lord High Chancellor of Great Britain, in exercise of the powers conferred on me by Order LXIII, Rule 10, of the Rules of the Supreme Court, and of all other powers enabling me in this behalf, do hereby direct as follows:—

(1) The Registrars of the District Registry of the High Court at Manchester shall keep the offices of that Registry open on the days on which the offices of the Supreme Court are required to be open, except that the said District Registry office may be closed during the whole of Whitsun week.

(2) The office hours in the said District Registry office shall be as follows:—

On weekdays, except as mentioned below	10 to 4
On weekdays during August and September (except Saturdays)	10 to 2
On Saturdays	10 to 1

Dated the 5th day of May, 1924.

Haldane, C.

Home Office.

USE OF CINEMATOGRAPH OR SIMILAR APPARATUS UPON ANY PREMISES USED FOR ANY PURPOSE TO WHICH THE CELLULOID AND CINEMATOGRAPH FILM ACT, 1922, APPLIES.

The Secretary of State for the Home Department hereby gives notice, that in pursuance of the powers conferred on him by Section 1 (4) (*a*) of the Celluloid and Cinematograph Film Act, 1922, he has made Regulations in the form printed below with respect to the use of any cinematograph or similar apparatus upon any premises used for any purpose to which the Act applies.

The Regulations will come into operation on the 1st May, 1924.

Home Office,
Whitehall,
19th April, 1924.

CINEMATOGRAPH, ENGLAND.

Order made by the Secretary of State under Section 1 (4) (*a*) of the Celluloid and Cinematograph Film Act, 1922 (12 & 13 Geo. 5, c. 35), with respect to the use of cinematograph or similar apparatus upon any premises used for any purpose to which the Act applies.

In pursuance of Section 1 (*a*) (*a*) of the Celluloid and Cinematograph Film Act, 1922, I hereby make the following Regulations with respect to the use of any cinematograph or similar apparatus upon any premises used for any purpose to which the Act applies:—

1.—(*a*) The projecting apparatus shall be placed on firm supports constructed of fire-resisting material.

(*b*) Every lantern shall be fitted with a metal shutter which can readily be inserted by hand between the source of light and the film gate, and every projector shall be fitted with a metal shutter so arranged as automatically to cut off the film-gate from the source of light when the projector stops.

(*c*) The construction of the film-gate shall be substantial and such as to afford ample heat-radiating surface. The passage for the film shall be sufficiently narrow to prevent flames travelling upwards or downwards from the light-opening.

2.—(*a*) Projectors shall be fitted with two metal boxes of substantial construction to and from which the film shall be made to travel, unless both the film spools are contained in a metal chamber of substantial construction below the projector. There shall not be more than 2,000 feet of film in either of the two metal boxes.

(*b*) The film boxes or chamber shall be made to close in such a manner, and shall be fitted with film slots so constructed, as to prevent the passage of flame to the interior of the box or chamber, and they shall remain so closed during the whole time that projection is taking place.

3. Take-up spools shall be mechanically driven and films shall be wound upon spools so that the wound film shall not at any time reach or project beyond the edges of the flanges of the spool.

4. During the projection all films when not in use shall be kept in closed metal boxes of substantial construction. When in the room in or from which the films are projected not more than six spools shall be kept in one box at the same time.

5. These Regulations shall come into force on the 1st day of May, 1924.

Arthur Henderson,
One of His Majesty's Principal Secretaries of State.

8th April.

Societies.

Gray's Inn.

On the 23rd inst., being the Grand Day of Easter Term at Gray's Inn, the Treasurer (Lord Birkenhead) and the Masters of the Bench entertained at dinner the following guests:—The Prince of Wales, the Archbishop of Canterbury, Lord Burnham, Lord Younger, Lord Buckmaster, Sir Samuel Hoare, M.P., Mr. Austen Chamberlain, M.P., Mr. Winston Churchill, Mr. L. S.

Amery, M.P., Sir Philip Lloyd-Greame, M.P., Sir James Dunn, Sir William Berry, the Solicitor-General (Sir Henry Slesser, K.C.), Dean Inge, and Major the Hon. Piers Legh.

Mr. J. W. Ross-Brown, K.C., and Mr. James Whitehead, K.C., have been elected Masters of the Bench.

Incorporated Accountants.

The Thirty-ninth annual general meeting of the Society of Incorporated Accountants was held at Cordwainers' Hall, E.C., on the 13th inst. Mr. George Stanhope Pitt, President, occupied the chair. The President, in moving the adoption of the report and accounts, referred to the continued progress of the Society, and indicated that 339 new members were added during the year, bringing the membership at the close of 1923 to 3,876. One thousand five hundred candidates presented themselves for the examinations, of whom 918 passed.

The President offered his congratulations to Sir Charles Wilson, LL.D., Leeds, and Mr. Thomas Keens, Luton, members of the council, upon their election as Members of the House of Commons, and stated he believed professional accountants could render particularly useful service in Parliament at the present time. He also referred to the appointment of Sir James Martin, Past President, as a member of the Treasury Committee on Accounting Methods of Government Departments and to his work as chairman of a Committee of the Association of British Chambers of Commerce appointed to consider whether the losses sustained by the trading community in connection with bankruptcy and other insolvency are swollen by fraudulent, hazardous and speculative trading, upon which the Committee reported in the affirmative. This report was brought to the notice of the Board of Trade and has subsequently been embodied in a Bill now before Parliament.

In referring to domestic matters of the Society, Mr. Pitt submitted proposals by the Council for the acquisition of appropriate premises for the Society's headquarters, which he regarded as important, having regard to the continued expansion of the Society.

In dealing with overseas matters affecting the profession, the President stated that a Bill had been introduced into the Parliament of the Union of South Africa to provide for the incorporation of the South African Society of Accountants and generally to regulate the profession in the Union. There were, however, certain features of the Bill which in the opinion of the Council were open to criticism.

The question of a measure of statutory registration for the accountancy profession in this country had been consistently advocated by the Society and this policy met with his unqualified approval. However advantageous registration might be from a professional point of view, its justification was on grounds of public policy, as registration would afford protection to the public they did not at present possess, and to which in his judgment they were entitled. The force and weight of this contention had been recognised by Parliament in regard to other professions—the law, medicine and more recently the dental profession.

In concluding his address the President referred to the prospects and future of the accountancy profession. He stated that during the last twenty-five years there had been a peaceful penetration by the accountancy profession into the fabric of commerce, industry, finance and public affairs. He took an optimistic outlook with regard to the future position of Great Britain, given industrial peace at home and political settlement abroad. He was confident that a recrudescence of activity in industry and commerce would make a further call upon the services which accountancy could render to the community. He regarded it as a hopeful sign that accountancy continued to attract a large number of candidates and he looked forward with confidence to the future of the profession, and particularly to the expansion of the Society of Incorporated Accountants and Auditors.

Valuation Office War Memorial.

Field-Marshal Lord Plumer on Wednesday unveiled, and the Bishop of Stepney dedicated, the war memorial at the Valuation Office, Lincoln's Inn-fields. The memorial, which is an oak panel containing the names of the men who fell in the war, has been supplemented by a trust fund to provide scholarships at the College of Estate Management, in the first place for the relatives of men of the Valuation Office who were killed in the war, and afterwards for the members and near relatives of members of the Valuation Office as a whole.

Lord Plumer said that would be a sad and solemn occasion were it not for their pride in the achievements of their loved ones. Their sacrifice gained the victory; all honour to them all, and especially to those who, not being professional soldiers, offered their services without any idea of advancement or reward. He believed that they knew of that gathering in their honour, and recognized that their sacrifice was appreciated and had not been made in vain.

Sir Richard V. N. Hopkins, who presided, mentioned that nearly 2,500 men from the Department joined the forces of the Crown, and nearly one in every seven lost their lives.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 12th June.

	Middle Price. 28th May.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	57⅛	4 7 0
War Loan 5% 1929-47	100⅜	4 19 0
War Loan 4½% 1925-45	97¼	4 12 0
War Loan 4% (Tax free) 1929-42	101⅛	3 19 0
War Loan 3½% 1st March 1928	97	3 12 6
Funding 4% Loan 1960-90..	88½	4 10 6
Victory 4% Bonds (available at par for Estate Duty)	92⅜	4 6 6
Conversion Loan 3½% 1961 or after ..	77⅛	4 10 0
Local Loans 3% 1912 or after	66⅛	4 11 0
India 5½% 15th January 1932	102⅛	5 7 0
India 4½% 1950-55	87⅛	5 2 6
India 3½%	66⅞	5 4 6
India 3%	57⅛	5 4 0
Colonial Securities.		
British E. Africa 6% 1946-56	113½	5 6 0
Jamaica 4½% 1941-71	95	4 14 6
New South Wales 5% 1932-42	101½	4 18 6
New South Wales 4½% 1935-45	97	4 13 0
Queensland 4½% 1920-25	100	4 10 0
S. Australia 3½% 1926-36	87	4 0 6
Victoria 5% 1932-42	101½	4 18 6
New Zealand 4% 1929	96	4 3 6
Canada 3% 1938	84	3 12 6
Cape of Good Hope 3½% 1929-49	82	4 5 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 6
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 12 6
Birmingham 3% on or after 1947 at option of Corpn.	65	4 12 6
Bristol 3½% 1925-65	77	4 11 0
Cardiff 3½% 1935	88	4 0 0
Glasgow 2½% 1925-40	75	3 7 0
Liverpool 3½% on or after 1942 at option of Corpn.	77	4 11 0
Manchester 3% on or after 1941	66	4 11 0
Newcastle 3½% irredeemable	76	4 12 0
Nottingham 3% irredeemable	64½	4 13 0
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	82½	4 5 6
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	87½	4 11 6
Gt. Western Rly. 5% Rent Charge ..	106	4 14 0
Gt. Western Rly. 5% Preference	105	4 15 0
L. North Eastern Rly. 4% Debenture ..	86	4 13 0
L. North Eastern Rly. 4% Guaranteed ..	84½	4 14 6
L. North Eastern Rly. 4% 1st Preference	82½	4 17 0
L. Mid. & Scot. Rly. 4% Debenture ..	87	4 12 0
L. Mid. & Scot. Rly. 4% Guaranteed ..	85	4 14 0
L. Mid. & Scot. Rly. 4% Preference ..	83	4 16 0
Southern Railway 4% Debenture	86	4 13 0
Southern Railway 5% Guaranteed ..	103½	4 16 6
Southern Railway 5% Preference	103	4 17 0

Insanity and Crime.

Mr. Justice Horridge, addressing the Grand Jury at the Berkshire Assizes on the 26th inst., says *The Times*, said that recently there had been a controversy as to the criminal responsibility of persons about whom there might be a suggestion of mental deficiency, and a Bill on the subject was introduced in the House of Lords but was withdrawn. The matter was one which had always given to those responsible for the administration of justice serious occasion for thought. He agreed with the ruling given by the judges after the M'Naughten case, namely, that the judge must tell the jury that a man was not responsible for a crime if he did not know the nature and quality of the act, or if he did not know it was wrong. That had been an excellent working rule, because behind the actual trial there was the Home Secretary, who could always order an inquiry by medical men if exceptional circumstances warranted it, and he was guided by them as to whether the sentence should be carried out or not. The public might be certain with these safeguards that justice would not miscarry.

Certain scientific medical persons had lately started a theory that a man should not be held responsible for actions if actuated by an irresistible impulse. It was quite impossible to put that into working practice. How was a jury to determine whether a man was actuated by an irresistible impulse arising from mental disorder when he snatched an attractive bag from a lady's hand? He (Mr. Justice Horridge) was glad that Lord Darling's Bill did not receive any support in the House of Lords.

The subject was particularly in his mind at the moment because he saw in *The Times* that day a comprehensive, lucid letter written by a great living jurist (Lord Birkenhead), and he did not think it could be too widely known how great were the precautions taken to see that no injustice was done in cases of the kind under discussion. "Irresistible impulse arising from mental disorder" was seldom advanced except in murder charges, the reason being, he supposed, that imprisonment in a criminal lunatic asylum was often far more serious than any punishment which might be imposed for a less grave crime than that of murder.

Obituary.

Lord Cozens-Hardy.

We regret to record the death on Sunday, the 25th inst., of Lord Cozens-Hardy, K.C., who was killed as the result of a motor accident at Buchhof, near Starnberg, twenty miles from Munich. He was, says *The Times*, driving the car himself and put on the brakes in order to slow up at a sharp turn in the road. Owing to the greasy surface the car skidded and turned completely over. He was terribly crushed, and died within a few minutes without regaining consciousness. An English servant, who had been in the service of the family for twenty years, and a German business friend, who were also in the car, escaped with minor injuries. The British Vice-Consul on Monday visited the scene of the accident and made arrangements for the body to be kept at Starnberg pending instructions from England. Lord Cozens-Hardy had business interests in Bavaria, where he was well known. Messages of condolence from members of the Wittelsbach family were received at the British Consulate.

William Hepburn Cozens-Hardy was born on 25th March, 1868, the eldest son of Lord Cozens-Hardy who was Master of the Rolls from 1907 to 1918. He went up to New College, Oxford, and, having taken his degree with classical honours, was called to the Bar by Lincoln's Inn in 1893. He was for some time secretary to his father as Master of the Rolls, and obtained sufficient practice to take "silk" in 1912, being elected a bencher of his Inn in 1916. When the war broke out, he at once obtained a commission in the R.N.V.R., and served till the Armistice, being promoted to commander, and receiving the Italian Order of St. Maurice and St. Lazarus. At Oxford he had been one of a group of advanced Liberals, most of whom belonged to the Russell Club, and after he went down he maintained his keen interest in politics, speaking with considerable success at meetings. In 1918 he was elected for the South Division of Norfolk, but the death of his father in June, 1920, removed him to the Upper House as Lord Cozens-Hardy of Letheringsett. Lord Cozens-Hardy married, in 1895, Constance Gertrude Lilian, daughter of Colonel Sir William Everett, K.C.M.G., and leaves issue a daughter, Irma, married to Major F. M. Bailey, C.I.E., the distinguished explorer in Tibet. The title passes to Lord Cozens-Hardy's younger brother, The Hon. Edward Herbert Cozens-Hardy.

Companies.

New South Wales Government 5 per cent. Loan, 1935-1955 (Second Issue).

ISSUE OF £10,000,000.

Westminster Bank Limited are authorised by the Government of New South Wales to offer to the holders of £8,479,045 5s. 8d. New South Wales Government 3½ per cent. Inscribed Stock, due 1st October, 1924, conversion, in whole or in part, into an equal amount of New South Wales Government 5 per cent. Inscribed Stock, 1935-1955. See announcement p. xxvi.

Legal News.

Appointments.

The Lord Chancellor has transferred his Honour Judge Randolph to Circuit No. 36 (Oxford, &c.) in the place of the late Judge Radcliffe, and has appointed Mr. HUBERT BAYLEY DRYSDALE WOODCOCK, K.C., to be the Judge of the County Courts on Circuit No. 14 (Leeds, &c.) in the place of his Honour Judge Randolph.

General.

Sir Leonard Kershaw, King's Coroner and Master of the Crown Office, who has been seriously ill after an operation for appendicitis, is now making satisfactory progress.

Mr. Francis Shillito (seventy-five), of Hitchin, Herts, solicitor, for over forty years Coroner for the Hitchin division, left estate of gross value £9,983 (net personalty, £8,030).

Mr. Fred Clements, M.B.E., of Caversham-road, Kentish Town, N.W., for sixteen years stationmaster at St. Pancras Station, left estate of gross value £4,197 (net personalty, £4,132).

Mr. Philip Roscoe, of Bedford-row, W.C., solicitor, who died on 20th February, has left estate of the value of £17,542. He directed that his collection of fossils, with their cabinets, is to be offered to the British Museum.

Mr. Frederic Merrifield, late clerk of the peace and of the County Councils of East and West Sussex, died at Brighton recently, at the age of ninety-three. The son of a barrister of the Middle Temple, he was called by that Inn seventy years ago last November.

Mr. Frederick Hugh Lee, of Sussex-gardens, Hyde Park, W., and of The Sanctuary, Westminster, S.W., solicitor, head of the firm of Lee, Bolton & Lee, for many years principal registrar of the Province of Canterbury, left estate of gross value £8,290 (net personalty, £7,241).

Mr. Edmond Matthew Turner, of Southfields, Stockton-on-Tees, Durham, Registrar of the Stockton County Court, and formerly Registrar at Darlington, who died on 25th March, son of the late Judge Turner, and grandson of the late Lord Justice Turner, has left £8,841, with net personalty £7,385. He gives legacies to clerks in his employ.

Sir William Lucius Selfe, of Connaught-square, W., retired County Court Judge, and the leading authority on County Court practice, County Court Judge successively of the Monmouthshire and Cardiff Circuit, the East Kent Circuit, and the Marylebone and West London Circuit, for some years Chairman of the East Kent Quarter Sessions, who died on 19th March, aged seventy-eight, left unsettled property of the gross value of £13,446, with net personalty £12,998.

Mr. Alfred Moore, who died suddenly at his house at Oakleigh Park on the 22nd inst., was a well-known City auctioneer, and had been for about forty years head of the firm of C. C. and T. Moore, of Leadenhall-street and Mile-end. He was in his sixty-third year. Mr. Moore became a Fellow of the Surveyors' Institution in 1889 and of the Auctioneers' and Estate Agents' Institute in 1898. He took an active part in the affairs of the old Auction Mart in Tokenhouse-yard, and was one of those who opposed the sale of that building to the Bank of England. In a minority on that point, he continued to urge that City sale-rooms for real estate were necessary, and when the premises in Queen Victoria-street were acquired he became a director of the new London Auction Mart and remained so until his death. Some years ago he endeavoured to initiate a movement for the more artistic preparation of auction announcements, and he was instrumental in helping to secure the greater degree of publicity that is now given to everything appertaining to transactions in real estate. He was a man of ideas and originality and great determination, but withal a kindly disposition, which manifested itself in his steady and generous support of the benevolent funds connected with the profession.

At the Mansion House on Wednesday an Italian confectioner in the City was summoned for non-payment of 18s. 4d. in respect of fire tithe rate. He did not attend. Mr. Richards, the Chief Clerk, said the proceedings were taken in the name of the Rev. Prebendary Carlile, rector of the united parishes of St. Mary-at-Hill and St. Andrew Hubbard, Lower Thames-street, under an Act passed after the Great Fire in 1666, by which City occupiers paid certain sums in respect of demolished churches in lieu of tithes. Mr. Calder, the Vestry Clerk, said the defendant never paid till he was summoned. Lord Marshall made the requisite order for payment.

Professor Salvatore Riccobono, says *The Times*, on Wednesday night, at University College, Gower-street, delivered the first of his two lectures on "The Formation of Roman Law." Professor de Zulueta, Regius Professor of Civil Law at the University of Oxford, was in the chair, and among those present were Professor Buckland, Professor Murison, Professor de Montmorency, and many other persons interested in Roman Law. Professor Riccobono, in his learned and brilliant lecture, delivered in English, challenged the view that the survival of Roman Law was due either to the medieval absorption of Germanic, or to the influence of the Byzantine Greeks. He opened his argument in favour of the view that the new law of Justinian was in structure and dogma classical law.

Business men, says *The Times* under "City Notes" (23rd inst.), are again becoming somewhat disturbed by the halting character of the progress made by the Carriage of Goods by Sea Bill. After having passed through its various stages in the House of Lords, it was introduced in the House of Commons on 14th April, but since then little has been heard of it. A good impression was created in commercial circles when it became known that the present Government intended to give legislative effect, as soon as possible, to an agreement which was concluded after discussions among business men extending over years, watched over by the Board of Trade, and was approved by high legal authorities. It is feared that these good intentions may have been forgotten. The Bill affects no political considerations. Really the only claim it has on the attention of Parliament is the not unimportant one that it is designed to facilitate international commerce.

Portraits of the following Solicitors have appeared in the SOLICITORS' JOURNAL: Sir A. Copson Peake, Mr. R. W. Dibdin, Mr. E. W. Williamson, and Sir Chas. H. Morton. Copies of the JOURNAL containing such portraits may still be obtained, price 1s.

Sir Edwin Savill, head of the firm of Messrs. Alfred Savill and Sons, was on the 26th inst. elected president of the Surveyors' Institution for the ensuing year. His father, the late Mr. Alfred Savill, was a member of the council of the Institution. The annual meeting of the Institution was held on the same day, and the report stated that the membership is 6,181, a net increase of 287 members in the year. The report mentioned that "the Landed Property Practitioners (Registration) Bill was introduced in the House of Commons, but a good deal of opposition from various quarters was disclosed, and the Bill did not progress further. In the circumstances it was decided not to reintroduce the measure during the present Session of Parliament, but to employ the present year in negotiating with opposing interests in the hope that, without giving way on points of principle, some measure of agreement might be arrived at before the proposals again came before Parliament. These negotiations are still in progress."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday	June 2	Mr. Bloxam	Mr. Synge	Mr. Bloxam	Mr. Hicks Beach
Tuesday	3	Hicks Beach	Ritchie	Hicks Beach	Bloxam
Wednesday	4	Jolly	Bloxam	Bloxam	Hicks Beach
Thursday	5	More	Hicks Beach	Hicks Beach	Bloxam
Friday	6	Synge	Jolly	Bloxam	Hicks Beach

Date		Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday	June 2	Mr. Ritchie	Mr. Synge	Mr. Jolly	Mr. More
Tuesday	3	Synge	Ritchie	More	Jolly
Wednesday	4	Ritchie	Synge	Jolly	More
Thursday	5	Synge	Ritchie	More	Jolly
Friday	6	Ritchie	Synge	Jolly	More

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, May 20.

THE MORA PAPER CO. LTD. June 21. Henry Steele, of 25, Brazennose-st., Manchester.

THE BRITISH EMAILLITE CO. LTD. June 14. Alan C. Vincent, 13, Queen-st., Cheapside, E.C.4.

London Gazette.—FRIDAY, May 23.

GLENDINNING'S RESTAURANTS LTD. June 20. Leslie J. Lynwood, 146A, Queen Victoria-st., E.C.4.

THE MAESTEG PROPERTY CO. LTD. June 30. Ernest E. Hill, 26, High-st., Cardiff.

CANTON INSURANCE CO. LTD. June 7. John J. V. Taylor, 4, Fenchurch-avenue, E.C.3.

THE ADAMS SILENT BURGLAR ALARM CO. LTD. June 30. Edwin Shallcss, 81, London-st., Greenwich, S.E.10.

GRANTS (BURSLEM) LTD. June 25. J. Paterson Brodie, Moor House, Moorland-rd., Burslem.

BENTLEYS MILNSHAW BREWERY CO. LTD. June 7. Alfred Weaver, 2, Mount-st., Manchester.

BRITISH COLONIAL PETROLEUM CORPORATION LTD. July 29. Alfred J. Hall, 34, Nicholas-lane, E.C.4.

London Gazette.—TUESDAY, May 27.

PADDINGTON LAND AND BUILDING SOCIETY LTD. June 12. Harold F. Inkson, 23, King-st., Cheapside, E.C.2.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, May 20.

The Ezné Ladies' Salon Ltd.
Spatz Ltd.
S. M. Franck & Co. Ltd.
The Calthorpe Motor Co. Ltd.
Hurst Conservative Club Co. Ltd.
George Leek & Sons Ltd.
Days & Franklin Ltd.
Baymin Ltd.
The Dedham Gas Co. Ltd.
J. W. Beaumont Ltd.
Northern Underwriting Syndicate Ltd.
Clarence School Ltd.
Traffic (Sheffield) Ltd.
Robert Davis Senior Ltd.
Skotty Allotments Society Ltd.
The Fosse Foundry Co. Ltd.
Elliott, Hughes & Easter Ltd.
Mullineers Ltd.
Goodwin & Tabb Ltd.
Alexander Ross Ltd.
Stratford Engineering and Grinding Mills Ltd.
McDonald Leslie & Co. Ltd.
Autocars, Ilfracombe Ltd.
Matthews (Costumiers) Ltd.
Filey Lawn Tennis Co. Ltd.
Bakers (Leeds) Ltd.
Edwin Whittingham & Sons Ltd.
The St. James Land Co. Ltd.

London Gazette.—FRIDAY, May 23.

A. & T. Simpson & Co. Ltd.
Le Touquet Golf Links Ltd.
Wimbornes Ltd.
D. G. Johns Ltd.
English Radio Corporation Ltd.
William A. Wilcox Ltd.
Jacobs Stores Ltd.
Tyre Marketing Co. Ltd.
Joseph Hall & Co. Ltd.
C. C. May & Sons, Ltd.
Film Cooling Towers Ltd.
Workington Masonic Hall Co. Ltd.
The Brynamman Collieries Co. (1923) Ltd.
Enid Baird Ltd.
John Grace & Son Ltd.
Leicestershire Farmers Ltd.
The Wargrave Manufacturing Co. Ltd.
T. Wood & Sons (Luton) Ltd.
Pogson & Baker Ltd.
J. & E. B. Riley Ltd.
Overton & Co. (Bacup) Ltd.
Red Seal Factory Ltd.
Grafton Engineering Co. Ltd.
J. Millhoff & Co. Ltd.
F. A. Schouten & Co. Ltd.
St. Thomas Dock Engineering and Coaling Co. Ltd.
The Gray Electrical Co. Ltd.
British Colonial Petroleum Corporation Ltd.
The Pwllbach Colliery Co. Ltd.
The Cleveland Pure Ice & Cold Storage Co. Ltd.

London Gazette.—TUESDAY, May 27.

J. E. Worth Ltd.
Newart Works Ltd.
Henry Smethurst Ltd.
The Grimsby Engineering Co. Ltd.
E. Catchpole & Sons (London) Ltd.
London and Continental Enterprises Ltd.
Abraham & Straus Ltd.
A. Maclow & Co. Ltd.
Dowdall's Buttapat Dairies Ltd.
Bridlington Ice and Cold Storage Co. Ltd.
The South Wales Confectioners Ltd.
Allen & Co. Ltd.
Durham R.A.O.B. Club and Institute Ltd.
The Anglesea Steamship Co. Ltd.
Horace Day & Co. Ltd.
Gret Ltd.
Vayle's Ltd.
Busdan (Cheapside) Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, May 23.

BALL, JOHN H., Regents Park. High Court. Pet. March 18. Ord. May 20.

BATTEN, WILLIAM, Bere Alston, near Tavistock. Plymouth. Pet. April 11. Ord. May 20.

BENJAMIN, EPHRAIM, Stockton-on-Tees, Coal Merchant. Stockton-on-Tees. Pet. April 30. Ord. May 21.

BIRTILL, CHARLES E., Liverpool, Insurance Broker. Liverpool. Pet. April 30. Ord. May 19.

BOOTH, ALICE L., Kingston-upon-Hull, Grocer. Kingston-upon-Hull. Pet. May 20. Ord. May 20.

BRIERLEY, WILLIAM R., Manchester, Cotton Waste Dealer. Manchester. Pet. May 20. Ord. May 20.

BUNGAY, HARRY C., Shirley, Southampton, Painter. Southampton. Pet. May 19. Ord. May 19.

CLARK, FRED, Leicester, Cartage Contractor. Leicester. Pet. May 8. Ord. May 19.

CLIFF, JOHN H., Shrewsbury, Coachbuilder. Shrewsbury. Pet. May 19. Ord. May 19.

COOPER, FRANK, Didsbury, Manchester, Printer and Stationer. Manchester. Pet. May 20. Ord. May 20.

COX, LOUIS B., Nottingham, Plumber. Nottingham. Pet May 19. Ord. May 19.

DAVIES, ALBERT E., Knowsley, Lancs., Farmer. Liverpool. Pet. May 20. Ord. May 20.

DAY, WILLIAM ER, Salisbury, Builder. Salisbury. Pet. May 17. Ord. May 17.

FISHER, JESSIE, Northwich, Glass and China Dealer. Nantwich. Pet. May 20. Ord. May 20.

FRANCIS, JAMES A. H., Cwmfelinfach, Mon., Tailor. Newport (Mon.). Pet. May 20. Ord. May 20.

HARDMAN, CHARLES W., Liverpool, Advertising Contractor. Liverpool. Pet. May 19. Ord. May 19.

HARRIS, MARK S., Mile End, E., Fishmonger. High Court. Pet. May 19. Ord. May 19.

HATTERSLEY, CLARENCE, Sheffield, Fitter. Sheffield. Pet. May 20. Ord. May 20.

HILL, JOHN, Willingdon, Sussex, Nurseryman. Eastbourne. Pet. May 21. Ord. May 21.

HUNTER, EDWARD, Halifax, Grocer. Halifax. Pet. May 21. Ord. May 21.

JOHN, A. S. & COMPANY, Llanelly, Carmarthen. Pet. March 28. Ord. May 16.

JONES, FREDERICK J., Clearwell, Glos., Farmer. Newport (Mon.). Pet. May 19. Ord. May 19.

KEELEY, PHILIP, Middlesbrough, Company Director. Middlesbrough. Pet. April 4. Ord. May 16.

MARCUS, MARK, Mile End, Tailor's Machinist. High Court. Pet. May 16. Ord. May 16.

MARKHAM, WILLIAM, Bardwell, Suffolk, Innkeeper. Bury St. Edmunds. Pet. May 21. Ord. May 21.

MASON, ALBERT, Woncrsh, Surrey, Builder. Guildford. Pet. May 2. Ord. May 20.

MENZIES, HERBERT H., Chatham, Provision Merchant. Rochester. Pet. May 20. Ord. May 20.

PARSLEW, RALPH S., Bristol, Coal Merchant. Bristol. Pet. May 20. Ord. May 20.

PERRY, HOWARD C., Redditch, Building and Electrical Contractor. Birmingham. Pet. May 20. Ord. May 20.

SHEARD, RALPH, Castleford, Electrical Engineer. Wakefield. Pet. May 19. Ord. May 19.

STORBECK, HERMAN, Newport, Mon., Commission Agent. Newport (Mon.). Pet. April 11. Ord. May 21.

STUCHBERRY, ERNEST F., Egton Bridge, Yorks., Optician. Stockton-on-Tees. Pet. May 20. Ord. May 20.

TIBBS, HARTLEY W., Wookey, near Wells, Dairy Farmer. Wells. Pet. May 21. Ord. May 21.

TUCKER, EDGAR C., Bridport, Cabinet Maker. Dorchester. Pet. May 19. Ord. May 19.

TURNER, HARRY, Junior, Bridlington, Fancy Dealer. Scarborough. Pet. May 19. Ord. May 19.

WATSON, JOHN T., Rugby, Smallholder. Coventry. Pet. May 20. Ord. May. 20.

WEST, GEORGE H., Cardiff, Tobacconist. Cardiff. Pet. May 20. Ord. May 20.

WHITE, EDWARD W., Marston Magna, Somerset, Builder. Yeovil. Pet. May 21. Ord. May 21.

YARWOOD, JOSEPH M., Thornton-le-Fyde, Joiner. Blackpool. Pet. May 19. Ord. May 19.
Amended Notice substituted for that published in the *London Gazette* of March 7, 1924.

GOODWYN, PERCY C. W., Cannock. Walsall. Pet. Sept. 25. Ord. March 5.
Amended Notice substituted for that published in the *London Gazette* of May 16, 1924.

WHITTINGTON, MONTAGUE J. J., Wood Green, Furniture Dealer. Edmonton. Pet. Dec. 22. Ord. April 23.

London Gazette.—TUESDAY, May 27.

BATTY, WILLIAM, Mere Brow, nr. Tarleton, Poultry Farmer. Liverpool. Pet. May 5. Ord. May 22.

BERTHOLDT, CHRISTIE R., Clifford-st. High Court. Pet. March 4. Ord. May 23.

BRIGGS, SIDNEY J., and WESTWOOD, WILFRED, Lee, S.E., Builders. High Court. Pet. May 23. Ord. May 23.

BROWN, RALPH, Rowlands Gill, Durham, Haulage Contractor. Newcastle-upon-Tyne. Pet. May 22. Ord. May 22.

CHARLTON, ARTHUR C. S., Coleman-st., Dealer in Typewriters. High Court. Pet. April 15. Ord. May 20.

COLLINGS, HARRY, Chertsey, Jeweller. High Court. Pet. May 23. Ord. May 23.

CROSBY, ALBERT S., Evesham, Cycle Agent. Worcester. Pet. March 31. Ord. May 21.

DAVIS, CHARLES H., and DAVIS, THOMAS, Doncaster, Fishmongers. Sheffield. Pet. May 21. Ord. May 21.

D'AVRAY, ALEXANDER D., Retford, Doctor of Medicine. Lincoln. Pet. April 2. Ord. May 22.

DE CONLAY, JAMES, Suffolk-st., S.W., Private Secretary. High Court. Pet. Feb. 6. Ord. May 23.

DEITCH, ABRAHAM, Tonypandy, Ironfounder. Pontypridd. Pet. April 29. Ord. May 22.

DENNENT, ERNEST J., Shepherds Bush, Gramophone Manufacturer. High Court. Pet. Feb. 29. Ord. May 20.

DENTON, CHARLES W. G., Wednesbury, Coach Builder. Walsall. Pet. May 23. Ord. May 23.

EAGLETON, CHARLES H., Liverpool, Pork Butcher. Liverpool. Pet. April 3. Ord. May 23.

FREARSON, FLORENCE M., Skegness. Boston. Pet. April 15. Ord. May 23.

FORD, FRANCIS F., Treherbert, Miner. Pontypridd. Pet. May 23. Ord. May 23.

GEORGE, FREDERICK V., Brighton, Garage Proprietor. Brighton. Pet. May 23. Ord. May 23.

GOOSSENS, EUGENE A., Earls Court, Musical Conductor. High Court. Pet. May 21. Ord. May 21.

HALL & Co., East Dulwich, Builders. High Court. Pet. April 4. Ord. May 21.

HALL, WILLIAM, Ferrensby, nr. Knaresborough, Poultry Farmer. Harrogate. Pet. May 24. Ord. May 24.

HEAD, CHARLES, Cinderford, Baker. Gloucester. Pet. May 23. Ord. May 23.

JONES, STEPHEN E., Edmonton, Nurseryman. Edmonton. Pet. May 23. Ord. May 23.

KENNING, JOHN C., Strensall, Yorks, Garage Proprietor. York. Pet. May 24. Ord. May 24.

KIMBER, WALTER E., Bishops Stortford. Edmonton. Pet. April 28. Ord. May 23.

KING, WILLIAM J., Brighton, Furniture Dealer. Brighton. Pet. May 22. Ord. May 22.

LEONARD, SIDNEY H., West Bromwich, Butcher. Walsall. Pet. May 23. Ord. May 23.

LINSDELL, EMILY, Torpoint, Film Hirer. Plymouth. Pet. April 23. Ord. May 23.

LOWE, JOHN K., Wardour-st., Antique Dealer. High Court. Pet. May 21. Ord. May 21.

MARSHALL, BERT W., Nottingham, Box Maker. Nottingham. Pet. May 6. Ord. May 22.

MONDAY, CHARLES B., Blackpool, Fishmonger. Ashton-under-Lyne. Pet. May 22. Ord. May 22.

MOORE, S. G. & SON, Birmingham, Tailors. Birmingham. Pet. May 8. Ord. May 23.

MURDEN, GEORGE, Yate, Glos., Builder. Bristol. Pet. May 23. Ord. May 23.

OWEN, WILLIAM, Carnarvon, Hotel Proprietor. Bangor. Pet. April 4. Ord. May 23.

PECK, EDWARD L., Sutton, Surrey, Accountant. High Court. Pet. May 23. Ord. May 23.

PRODGERS, WILLIAM, Weaste, Salford, Salesman. Salford. Pet. May 23. Ord. May 23.

PROSSER, IDRIS M., Tonyrefail, Glam., Confectioner. Pontypridd. Pet. May 23. Ord. May 23.

SABIN, WILLIAM F., Saundersfoot, Hotel Proprietor. Haverfordwest. Pet. April 14. Ord. May 19.

SANSOM, OLIVE M., Middlesbrough, Nurse. Middlesbrough. Pet. May 23. Ord. May 23.

SCOTT, ROBERTS J. T., Portsmouth, Wholesale Fruiterer. Portsmouth. Pet. May 19. Ord. May 19.

SHIRES, ARTHUR, Bilton, Harrogate, Watchmaker. Harrogate. Pet. May 23. Ord. May 23.

SMITH, THOMAS E., Navenby, Lincoln, Grocer. Lincoln. Pet. May 21. Ord. May 23.

STEPHENSON, JOHN G., Bishop Auckland, Produce Broker. Durham. Pet. May 23. Ord. May 23.

STEPHENSON, WILLIAM, Kingston-upon-Hull, Coal Merchant. Kingston-upon-Hull. Pet. May 23. Ord. May 23.

THORNE, THOMAS A., Llanelly, Electrical Engineer. Carmarthen. Pet. May 23. Ord. May 23.

TOMLINSON, ALBERT, Barnsley, Baker. Barnsley. Pet. May 22. Ord. May 22.

THORY, WILLIAM J. R., Norwich, Wholesale Confectioner. Norwich. Pet. May 24. Ord. May 24.

WAINWRIGHT, SYDNEY, Driffield, Coal Merchant. Kingston-upon-Hull. Pet. May 9. Ord. May 23.

WARDELL, JOHN L., and CLARK, JAMES W., Hayton, Yorks, Farmers. York. Pet. May 23. Ord. May 23.

WEBBER, CHARLES W., Croydon, Cabinet Maker. Croydon. Pet. May 23. Ord. May 23.

WILLIAMS, PERCIVAL F., Streatham Hill, Commercial Traveller. Wandsworth. Pet. May 1. Ord. May 22.

WOOLVENDEN, THOMAS, Rochdale, Joiner. Rochdale. Pet. May 9. Ord. May 22.

ZEITLIN, ALFRED, Shaftesbury-av. High Court. Pet. Feb. 25. Ord. May 22.